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**FINAL**  
CITY COUNCIL  
CITY OF WICHITA  
KANSAS

City Council Meeting  
09:30 a.m. March 22, 2011

City Council Chambers  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Invocation – Governor Sam Brownback
- Pledge of Allegiance
- Approve the minutes of the regular meeting on March 8, 2011

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**PRESENTATION**

- Presentation  
Key to the City to the Governor

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**COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES**

**PLANNING AGENDA**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

**V. CONSENT PLANNING AGENDA (ITEMS 1 THROUGH 7)**

1. \*ZON2009-00022-City zone change from SF-5 Single-family Residential (“SF-5”) to GC General Commercial (“GC”) with a Protective Overlay (“PO”) and a Lot Split within a year; generally located north of North I 235, on the west side of Seneca Street. (District VI)

RECOMMENDED ACTION: Authorize the Mayor to sign the ordinance and place the ordinance on first reading.

2. \*ZON2006-00008 – Extension of time to complete the platting requirement for a zone change from SF-5 Single-Family Residential (“SF-5”) to LC Limited Commercial (“LC”) and GO General Office (“GO”); generally located on the northeast corner of 29th Street North and 119th Street West, associated with CUP2006-07, DP296. (District V)

RECOMMENDED ACTION: Approve an extension of the platting deadline to March 22, 2012.

3. \*PUD2008-00008 – Extension of time to complete the platting requirement for a zone change from SF-5 Single-family Residential (“SF-5”) zoning to create PUD #29, The Moussavi Office Park Planned Unit Development; generally located north of Harry Street, between Rock Road and Webb Road. (District II)

RECOMMENDED ACTION: Approve an extension of the platting deadline to March 22, 2013.

4. \*SUB2010-00009 -- Plat of Lewis Magnet School Addition located north of 31st Street South and east of Seneca. (District IV)

RECOMMENDED ACTION: Approve the documents and plat and authorize the necessary signatures.

5. \*SUB2010-00049 -- Plat of Odevseff Addition located on the north side of 29th Street North, east of 127th Street East. (County)

RECOMMENDED ACTION: Approve the document and plat and authorize the necessary signatures.

6. \*VAC2010-00042 - Request to vacate a portion of a utility easement described in the platlor’s text; generally located on the northeast corner of Lieunett Avenue and 13th Street North. (District VI)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

7. \*VAC2011-00001 - Request to vacate the platlor’s text to amend the uses allowed in the platted reserve and a platted easement; generally located west of Greenwich Road and south of K-96. (District II)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

## **HOUSING AGENDA**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**Fern Griffith, Housing Member is also seated with the City Council.**

## **VII. CONSENT HOUSING AGENDA**

None

## **AIRPORT AGENDA**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

### **IX. CONSENT AIRPORT AGENDA (ITEMS 1 AND 2)**

1. \*Closed Circuit Television Headend and Network Security - Equipment Upgrade - Budget Adjustment and Contract Approval - Mid-Continent Airport.

RECOMMENDED ACTION: Approve the budget adjustment, approve the contract and authorize the necessary signatures.

2. \*Taxiway "H and H1" West Site Development - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Initiate the project, approve the budget, approve the contract and authorize the necessary signatures.

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## **COUNCIL AGENDA**

### **X. COUNCIL MEMBER AGENDA**

None

### **XI. COUNCIL MEMBER APPOINTMENTS**

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

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**XII. CONSENT AGENDA (ITEMS 1 THROUGH 16A)**

1. Report of Board of Bids and Contracts dated March 21, 2011.

RECOMMENDED ACTION: Receive and file report; approve Contracts;  
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2011</u>	<u>(Consumption on Premises)</u>
David Lee	Taiwan Chinese Restaurant*	2140 West 21st Street
Juan P Reyes	El Jalisco Restaurant*	627 East 47th South
Jose A Garcia	Garcia's Tacos	2138 North Market
<u>Renewal</u>	<u>2011</u>	<u>(Consumption off Premises)</u>
Anita Haeri	Valero #2	1622 South West Street

\* General/Restaurant 50% or more gross revenue from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. Preliminary Estimates. (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Petitions for Street Paving, Sanitary Sewer, Drainage and Water Systems in Stonebridge 2nd Addition, north of 13th, west of 159th Street East. (District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Consideration of Street Closures/Uses.

- a. Street Closures-Streets Crossing the BNSF Railway. (District VI)  
b. Community Events - Intrust Bank Arena, Kenny Chesney. (District I)  
c. Community Events - Intrust Bank Arena, James Taylor. (District I)  
d. Community Events - Wichita Half Marathon. (District IV)

RECOMMENDED ACTION: Approve street closures.

6. Agreements/Contracts:

- a. Supplemental Agreement No. 6 - 2010 ASR Accounting Model.
- b. Supplemental Agreement for Design Services for the Arkansas River Bike Path, between Galena and George Washington Boulevard. (District III)
- c. Kellogg and 159th Street East Interchange Agreements. (District II)
- d. Service Area Transfer Agreement and Water Connection Agreements.

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Property Acquisitions:

- a. Acquisition of 2923 East 13th Street for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)
- b. Partial Acquisition at 1951 South 119th Street West for the 119th Street, Pawnee Avenue to Kellogg Improvement Project. (District IV)
- c. Partial Acquisition of 4631 West 47th Street South for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (District IV)
- d. Acquisition of Land for a Pipeline Easement at the Southeast side of 103rd Street West and 109th Street North for the Integrated Local Water Supply Plan (Sedgwick County).
- e. Acquisition of a Tract Required for the Cowskin Creek Channel Improvement Project from Kellogg to Maple. (District V)
- f. Acquisition of a Temporary Easement at 3538 South Seneca for the Seneca, 31st Street South to Interstate 235 Road Improvement Project. (District IV)
- g. Partial Acquisition of 3417 together with 3423 South Seneca for the Seneca, 31st Street South to Interstate 235 Road Improvement Project. (District IV)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

8. Minutes of Advisory Boards/Commissions

Police and Fire Retirement System, January 26, 2011  
Wichita Employees' Retirement System, December 15, 2010  
Transit Advisory Board, February 11, 2011  
Board of Code Standards and Appeals, February 7, 2011  
Joint Investment Committee, February 3, 2011  
Airport Advisory Board, February 7, 2011  
Board of Electrical Appeals, February 8, 2011  
Wichita Public Library, February 15, 2011

RECOMMENDED ACTION: Receive and file.

9. Contract Amendment, Catholic Charities, Inc.

RECOMMENDED ACTION: Approve the contract amendment and authorize the necessary signatures.

10. Contract Amendments, United Way of the Plains.

RECOMMENDED ACTION: Approve the contract amendment and authorize the necessary signatures.

11. Abatement of Dangerous and Unsafe Structures. (Districts I, II, V and VI)

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinances on first reading.

12. Snow and Ice Budget Adjustment.

RECOMMENDED ACTION: Approve the budget adjustment of \$30,000 for the 2011 Snow and Ice fund.

13. 13th Street Improvement, Hydraulic to Oliver. (District I)

RECOMMENDED ACTION: Approve the revised budget, place the amending ordinance on first reading and authorize the necessary signatures.

14. Resolution Authorizing Amendment to 2010 Congestion Mitigation and Air Quality (CMAQ) Grant from the Federal Transit Administration.

RECOMMENDED ACTION: Approve the resolution and authorize the necessary signatures.

15. Citywide Aerial Photography Services Update.

RECOMMENDED ACTION: Approve the contract with Pinnacle Mapping Technologies Inc., authorize the CIP expenditure, adopt the resolution and authorize the necessary signatures.

16. Second Reading Ordinances: (First Read March 8, 2011)

- a. List of Second Reading Ordinances. (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

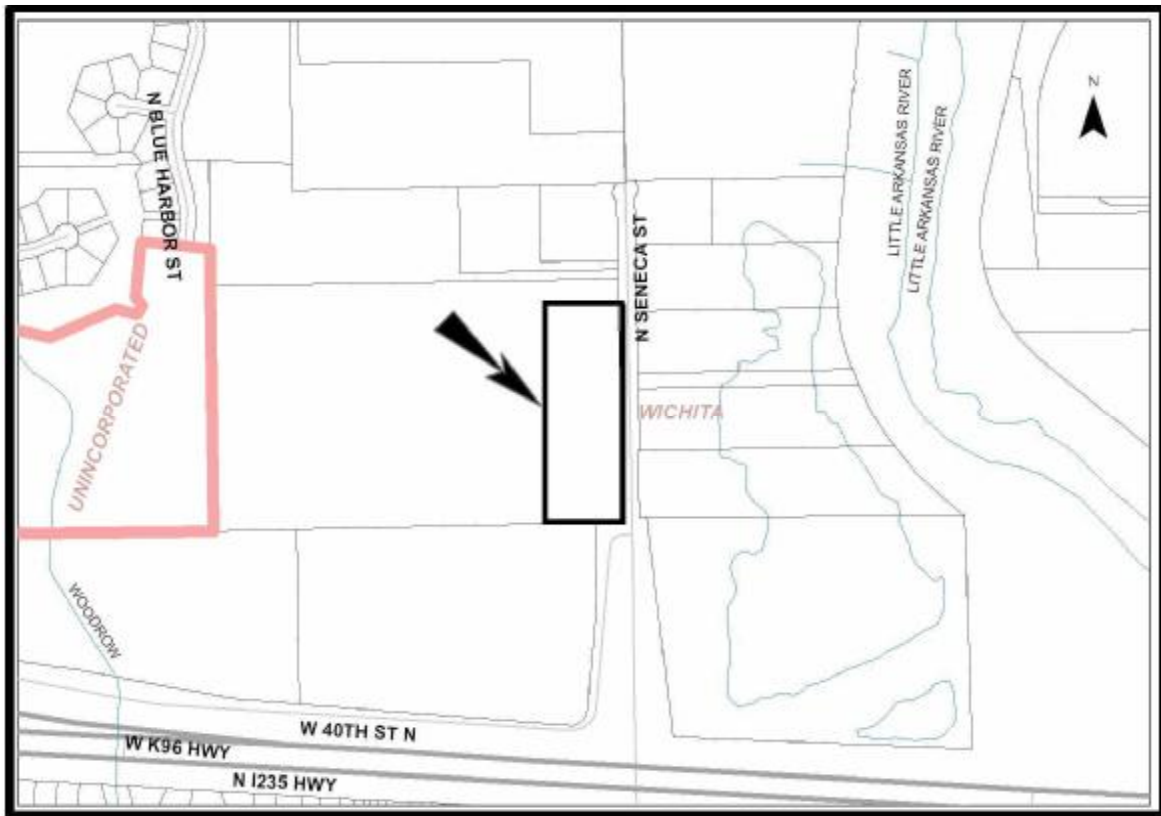
City of Wichita  
City Council Meeting  
March 22, 2011

**To:** Mayor and City Council

**Subject:** ZON2009-00022 - City zone change from SF-5 Single-family Residential (“SF-5”) to GC General Commercial (“GC”) with a Protective Overlay (“PO”) and a Lot Split within a year; generally located north of North I-235, on the west side of Seneca Street. (District VI)

**Initiated By:** Metropolitan Area Planning Department

**Agenda:** Planning (Consent)



**Background:** The applicant, Wichita Area Technical College (WATC), had requested GC General Commercial (“GC”) zoning on 5.9 acres of the SF-5 Single-family Residential (“SF-5”) zoned 32 acre USD 259 Addition.

The 2030 Functional Land Use Guide classifies the site as “Major Utility / Transportation.” It defines “Major Utility / Transportation” as encompassing utility and transportation facilities and includes a range of such uses as airports, landing strips, landfills, waste transfer stations, water treatment and sanitary sewer plant facilities. These types of uses generally require large amounts of land and generate specific conflicts associated with noise, odor and safety. The subject site is not large enough for the typical uses listed (above) for the Major Utility / Transportation classification.

Major Utility / Transportation locational guidelines only address airports and utility facilities. The proposed zoning on this site, does not anticipate this type of development, but serves as a zoning that could market this property for some commercial or office types of uses. The location of the site offers poor visibility for some commercial uses, and development of the area around the site enforces this observation; playing fields, outdoor recreation associated with a church, single-family residences built around a retired sand pit, undeveloped SF-5 and SF-20 zoned properties, a warehouse-office combination, the KPTS broadcasting dish and the old Westar Ripley Power Plant site, which has not been used for decades. The Ripley site was approved for a 300-foot communication tower on July 9, 2009.

**Analysis:** At the DAB VI meeting held on July 15, 2009, the DAB voted to APPROVE (5-0) the zone change to GC, subject to the provisions of the PO, with an amendment and a Lot Split within a year. The amendment added “no recycling process centers” to the prohibited uses listed in provision “L” (see attached ordinance). However, due to the lack of a quorum, no recordable vote was taken. There were no protests at the DAB meeting, and the applicant agreed to the DAB’s recommended change.

At the Metropolitan Area Planning Commission (MAPC) meeting held on July 23, 2009, the MAPC had two votes on the requested GC zone change, subject to the provisions of the PO (including the single amendment made by DAB VI) and a Lot Split within a year. Both votes, one to approve and one to deny the request, ended in 6-6 deadlocks. The 6-6 votes by the MAPC constitutes a recommendation to DENY the request and as such required a 2/3 majority vote of the Council to overturn the MAPC recommendation on the first hearing. There were no protests to the request at the MAPC meeting. Staff did not receive any written protests or calls protesting the request.

ZON2009-00022 was approved (vote 7-0) by the City Council, thus overturning the MAPC recommendation to deny the request on September 1, 2009, with the following action: “Approve the zone change subject to the provisions of Protective Overlay #235 and subject to the condition of a Lot Split within one year of approval by the governing body; instruct the Planning Department to forward the ordinance for first reading when the Lot Split is recorded.” The Lot Split, SUB2009-00071, was completed within the year.

**Financial Considerations:** There are no financial considerations in regards to the zoning request.

**Goal Impact:** To promote Economic Vitality.

**Legal Considerations:** The ordinance has been reviewed and approved as to form by the Law Department.

**Recommendation/Actions:** Authorize the Mayor to sign the ordinance and place the ordinance on first reading.

**Attachments:**

- Ordinance
- Approved Lot Split

ORDINANCE NO. 48-976

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON2009-00022**

Zone change from SF-5 Single-family Residential ("SF-5") to GC General Commercial ("GC"), subject to a Lot Split within a year and subject to the provisions of Protective Overlay #235 on property described as:

Parcel A of Lot 1, Block A, USD 259 Addition (Reference Lot Split; SUB2009-00071), Wichita, Sedgwick County, Kansas; generally located north of I-235 & 40<sup>th</sup> Street North, on the west side of Seneca Street.

**GC GENERAL COMMERCIAL ("GC") ZONING SUBJECT TO APPROVAL BY THE GOVERNING BODY, A LOT SPLIT WITHIN A YEAR OF APPROVAL BY THE GOVERNING BODY AND THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #235:**

- A. No off-site or portable signs shall be permitted on the subject property. No building signs shall be permitted along the north or west face of any building that is adjacent to any property that is zoned residential or abutting playing fields.
- B. Signs shall be in accordance with the City of Wichita sign code, with the exception that signs shall be monument-style and limited to 20 feet in height. No LED signs.
- C. Any new light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from any abutting or adjacent properties that are in a residential zoning district. Light poles shall be limited to a maximum height, including the base of the light pole, of 15 feet. Light poles shall not be located within any setbacks.
- D. Outdoor speakers and sound amplification systems shall not be permitted. No buildings shall exceed one story in height with a maximum building height of 35 feet.
- E. All vehicle repairs shall be done inside buildings.
- F. A 6-8-foot masonry wall shall be located parallel to the north and west property lines of the subject site, where it abuts existing residential zoning. As long as the hedge on the south side remains, no masonry wall or solid screening is required. At such time that the hedge is taken out, or is thinned out a masonry wall will be put up on the south side of the subject site.
- G. Landscaping shall be installed that meets the Landscape Ordinance. A landscape plan shall be prepared by a licensed landscape architect, to be reviewed and approved by the Planning Department.
- H. Provide a site plan showing current development and, if needed proposed development.

- I. The Lot Split shall include 35-foot setbacks along the north, west and south sides. No paving, storage, parking, trash receptacles, or placement of equipment within the 35-foot setback.
- J. More extensive development of the site, beyond its current one building, is contingent on Public Works approving sewer and water for the site.
- K. All driveways, parking, loading and vehicle circulation shall be paved with concrete, asphalt or asphaltic concrete.
- L. The following uses shall not be permitted: hotel or motel; pawn shop; rodeo; riding academy or stable; tattooing or body piercing facility; vehicle and equipment sales; asphalt or concrete plant; outdoor storage; vehicle storage yard; adult entertainment establishment; correctional placement residence; recycling process centers; reverse vending machine; car wash; convenience store; night club; indoor and outdoor recreation and entertainment; restaurant with or without drive-in or drive-thru facilities; service station; tavern and drinking establishment; and rock crushing.

**SECTION 2.** That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

**ADOPTED AT WICHITA, KANSAS,** April 5<sup>th</sup>, 2011.

---

Carl Brewer - Mayor

**ATTEST:**

---

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

---

Gary E. Rebenstorf, City Attorney

## Lot Split

### Parcel A:

A portion of Lot 1, Block A, USD 259 Addition, Wichita, Sedgwick County, Kansas described as beginning at the SE corner of said Lot 1; thence N90°00'00"W, along the south line of said Lot 1, 304.80 feet; thence N00°01'16"W, parallel with the west line of said Lot 1, 847.75 feet to a point 100.00 feet normally distant south of the north line of said Lot 1; thence N90°00'00"E parallel with the north line of said Lot 1, 301.52 feet to a point on the east line of said Lot 1; thence S00°14'36"E, along the east line of said Lot 1, 847.76 feet to the Point of Beginning.

City of Wichita )

Sedgwick County ) ss

L/S No.

*Sub 2009-71*

State of Kansas )

Copy

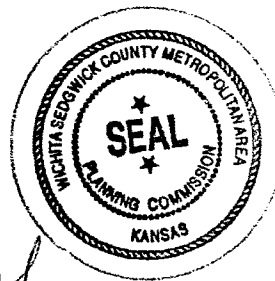
*2*

of *8*

I, John L. Schlegel, Director of Planning, Wichita-Sedgwick County Metropolitan Area Planning Department, do hereby certify under the Authority granted in the Subdivision Rules and Regulations that the lot split to which this stamp affixed has been approved.

Given under my hand and seal, this *4TH* day of *August*, 20*10*

*John L. Schlegel*  
John L. Schlegel



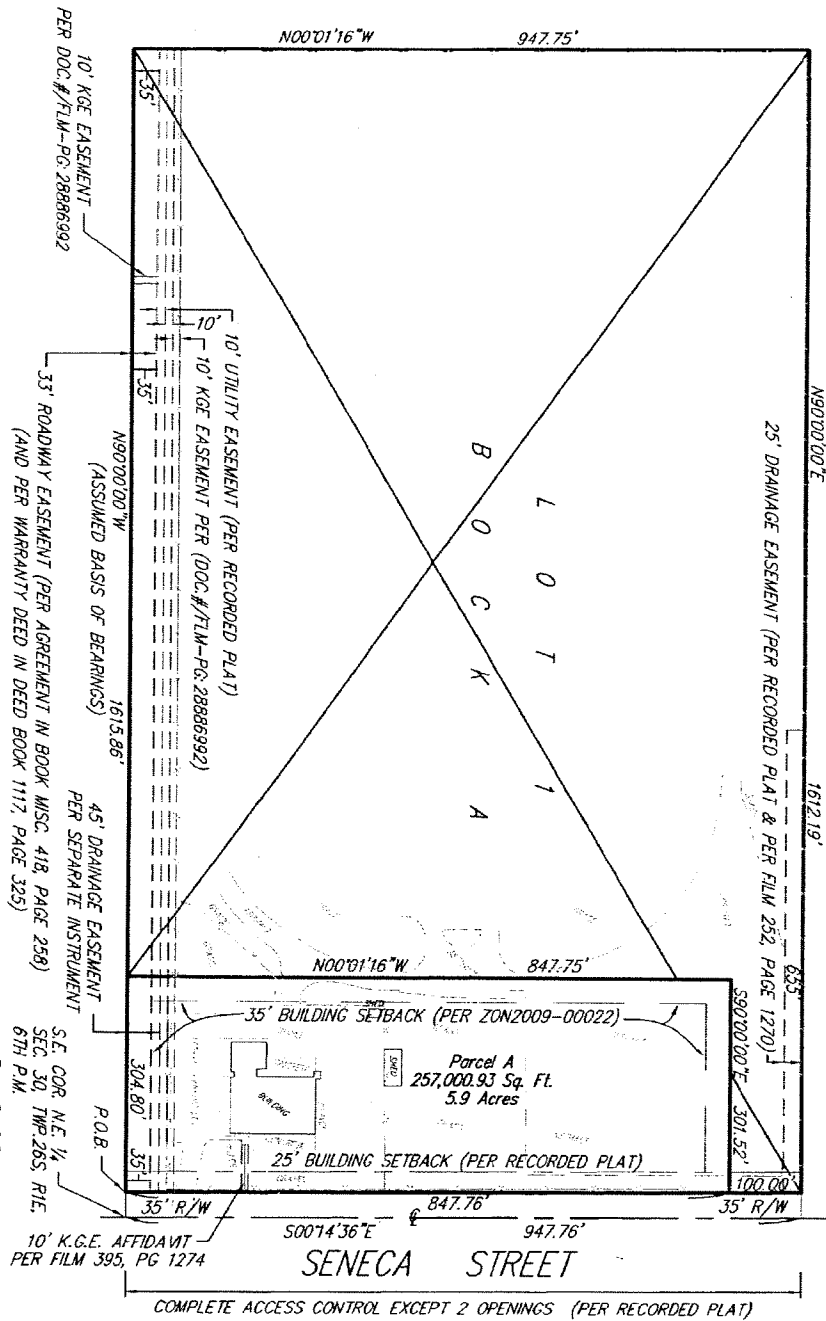
Page 1 of 2

Project No. 09-05-P480



Drawing File: F:\SURVEY\LOT\09-05-P480\_USD 259 ADD LOT-1.dwg

# Lot Split



Scale: 1"=200'

Page 2 of 2

Project No. 09-05-P480

**Baughman Company, P.A.**  
115 Elm St. Winston, KS 67151 P: 785.262.7271 F: 785.262.7149  
SURVEYING | ENGINEERING | PLANNING | LANDSCAPE ARCHITECTURE

Drawing File: F:\SURVEY\LOT109-05-P480\_USD 259 ADD LOT-1.dwg

City of Wichita  
City Council Meeting  
March 22, 2011

**TO:** Mayor and City Council

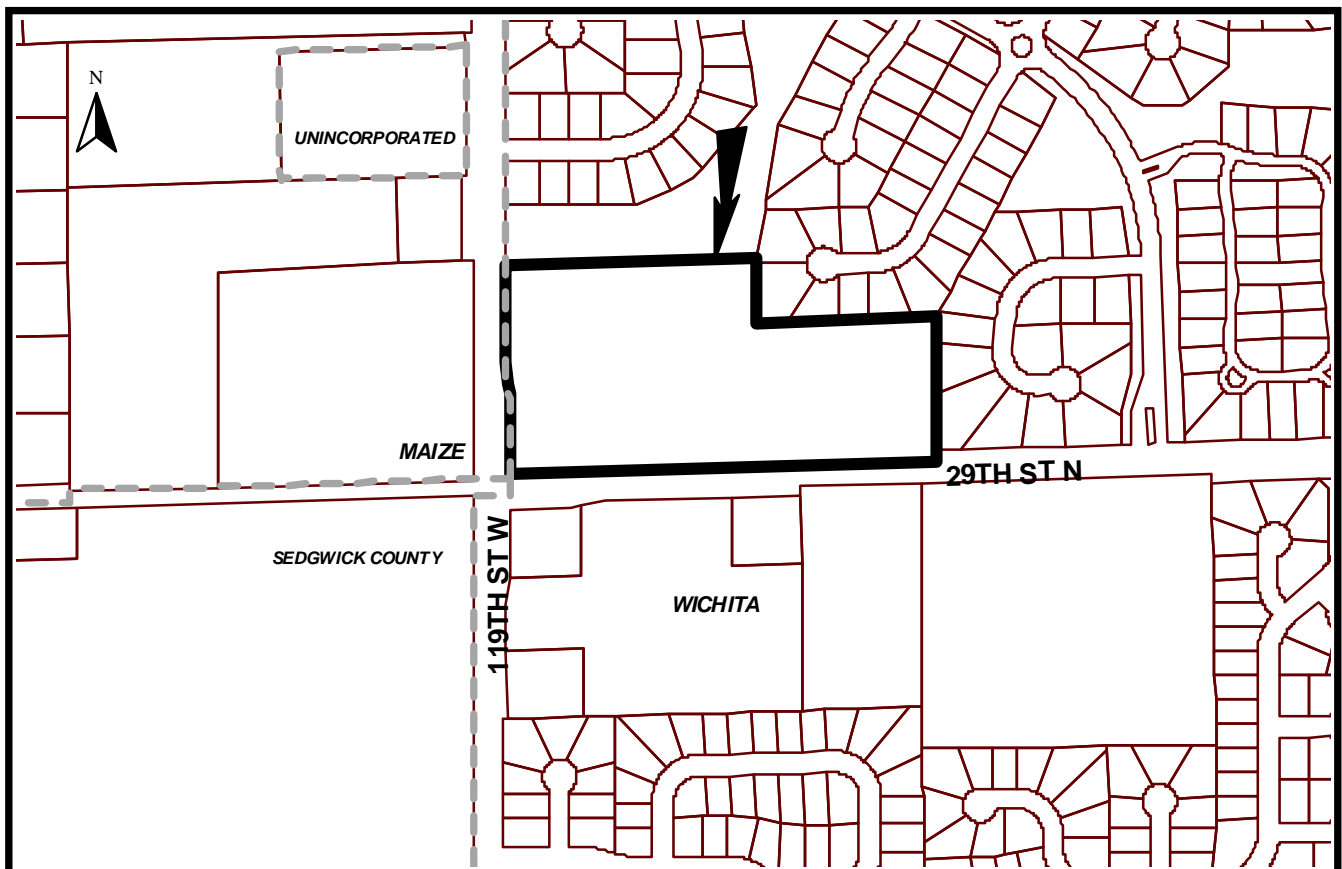
**SUBJECT:** ZON2006-00008 – Extension of time to complete the platting requirement for a zone change from SF-5 Single-Family Residential (“SF-5”) to LC Limited Commercial (“LC”) and GO General Office (“GO”); generally located on the northeast corner of 29th Street North & 119th Street West (associated with CUP2006-07, DP296) (District V)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**MAPD Staff Recommendation:** Approve a one-year extension of the platting deadline to March 22, 2012.



**Background:** On May 9, 2006, the City Council approved the zone change from SF-5 Single-family Residential (“SF-5”) to LC (Limited Commercial (“LC”) (associated with CUP2006-07, DP296) subject to the condition of platting the property within one year. As the attached letter indicates, the applicant has begun the platting process, but has yet to complete the final plat. The applicant requests a one-year platting extension to March 22, 2012.

**Analysis:** Staff recommends that an extension of time to complete the platting requirements be granted. The City Council may deny the request for an extension of time to complete platting; however, denying the extension would declare the zone change null and void, and would require reapplication and rehearing if the property owner still desired a zone change.

**Financial Considerations:** None.

**Goal Impact:** Promote Economic Vitality and Affordable Living.

**Legal Considerations:** No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

**Recommendation/Actions:** Approve an extension of the platting deadline to March 22, 2012.

**Attachment:** Letter from Baughman Company





RECEIVED

FEB 09 2011

METROPOLITAN PLANNING  
ROUTE 8

February 9, 2011

John Schlegel, Director of Planning  
Planning Department  
10th Floor - City Hall  
435 North Main  
Wichita, Kansas 67202

**RE: Request for a Platting Extension for approved zoning case  
ZON2006-08, located on the NE corner of 29<sup>th</sup> St. N. and  
119<sup>th</sup> St. W., Wichita, Sedgwick County, Kansas.**

Dear Mr. Schlegel:

As agent for the applicant, our office is requesting an extension to complete the platting for the above referenced matter. This zone change case was approved at Planning Commission on April 6, 2007. On May 15, 2007, we filed a preliminary plat which was subsequently approved at the Subdivision Committee meeting that was held on June 14, 2007. Our client then requested that we put this project on hold.

At this time, our client is prepared to complete the platting process on this property. We are enclosing our check in the amount of \$110.00 for the required Platting Extension filing fee.

If you have any questions about this request, please contact our office at 262-7271.

Sincerely,  
**Baughman Company, P.A.**

Philip J. Meyer, L.A.  
Vice-President

cc: Geraldine Faber  
file

ENGINEERING  
SURVEYING  
PLANNING  
LANDSCAPE  
ARCHITECTURE

Baughman Company, P.A.  
315 E. 11<sup>th</sup> St.  
Wichita, Kansas 67211  
P 316-262-7271 F 316-262-0049



RECEIVED

FEB 09 2011

METROPOLITAN PLANNING  
ROUTE ☐ \_\_\_\_\_

February 9, 2011

John Schlegel, Director of Planning  
Planning Department  
10th Floor - City Hall  
455 North Main  
Wichita, Kansas 67202

**RE: Request for a Platting Extension for approved zoning case  
ZON2006-08, located on the NE corner of 29<sup>th</sup> St. N. and  
119<sup>th</sup> St. W., Wichita, Sedgwick County, Kansas.**

Dear Mr. Schlegel:

As agent for the applicant, our office is requesting an extension to complete the platting for the above referenced matter. This zone change case was approved at Planning Commission on April 6, 2007. On May 15, 2007, we filed a preliminary plat which was subsequently approved at the Subdivision Committee meeting that was held on June 14, 2007. Our client then requested that we put this project on hold.

At this time, our client is prepared to complete the platting process on this property. We are enclosing our check in the amount of \$110.00 for the required Platting Extension filing fee.

If you have any questions about this request, please contact our office at 262-7271.

Sincerely,  
**Baughman Company, P.A.**

Philip J. Meyer, L.A.  
Vice-President

cc: Geraldine Faber  
file

ENGINEERING  
SURVEYING  
PLANNING  
LANDSCAPE  
ARCHITECTURE

Baughman Company, P.A.  
315 Ellis  
Wichita, Kansas 67211  
P 316-262-7271 F 316-262-0149

City of Wichita  
City Council Meeting  
March 22, 2011

**TO:** Mayor and City Council

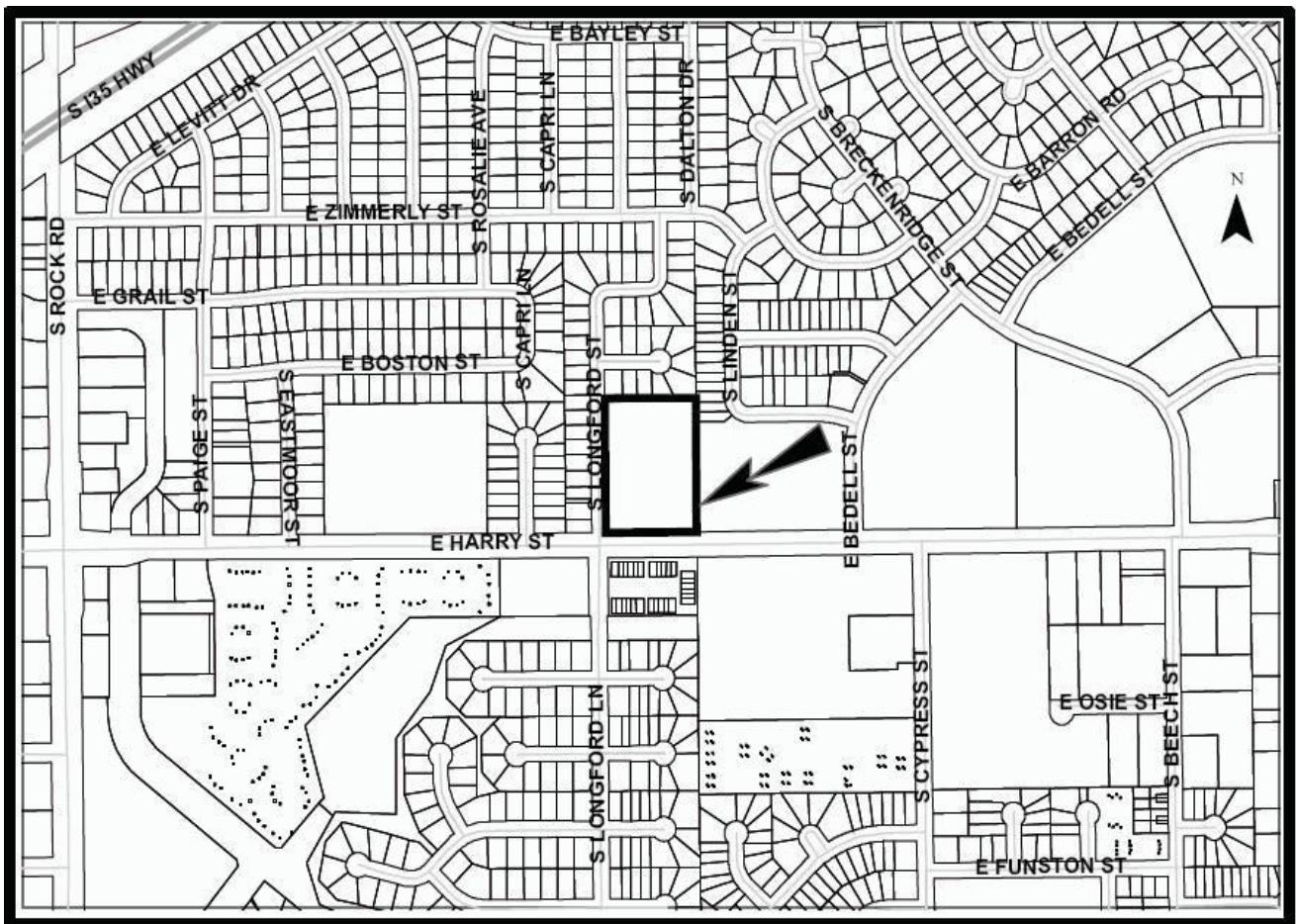
**SUBJECT:** PUD2008-00008 – Extension of time to complete the platting requirement for a zone change from SF-5 Single-family Residential (“SF-5”) zoning to create PUD #29, The Moussavi Office Park Planned Unit Development; generally located north of Harry Street, between Rock Road and Webb Road. (District II)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

---

**MAPD Staff Recommendation:** Approve a two-year extension of the platting deadline to March 22, 2013.



**Background:** On July 7, 2009, the City Council approved the zone change from SF-5 Single-family Residential (“SF-5”) to PUD Planned Unit Development (“PUD”) subject to the condition of platting the property within one year. The applicant has stated that, due to the economy, they will need more time to complete the platting process. The applicant requests a two-year platting extension to March 22, 2013.

**Analysis:** Staff recommends that an extension of time to complete platting requirements be granted. The City Council may deny the request for an extension of time to complete platting; however, denying the extension would declare the zone change null and void, and would require reapplication and rehearing if the property owner still desired a zone change.

**Financial Considerations:** None.

**Goal Impact:** Promote Economic Vitality and Affordable Living.

**Legal Considerations:** No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

**Recommendation/Actions:** Approve an extension of the platting deadline to March 22, 2013.

City of Wichita  
City Council Meeting  
March 22, 2011

**TO:** Mayor and City Council

**SUBJECT:** SUB2010-00009 -- Plat of Lewis Magnet School Addition located north of 31<sup>st</sup> Street South and east of Seneca. (District IV)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA ACTION:** Planning (Consent)

---

**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (13-0)



**Background:** The site, consisting of one lot on 7.63 acres, is a replat of a portion of the Gibbs Addition in addition to unplatted property. The site is located within Wichita's city limits and is zoned SF-5 Single-family Residential.

**Analysis:** Municipal services are available to serve the site. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance of the reserves. The applicant has submitted an Access Easement for the benefit of the abutting properties to the south.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

**Financial Considerations:** There are no financial considerations associated with the plat.

**Goal Impact:** Approval of the plat will Ensure Efficient Infrastructure through the integration of streets, utilities and other public facilities.

**Legal Considerations:** The Restrictive Covenant and Access Easement have been approved as to form by the City's Law Department and will be recorded by the Register of Deeds.

**Recommendations/Actions:** It is recommended that the City Council approve the documents and plat and authorize the necessary signatures.

**Attachments:** Restrictive Covenant  
Access Easement

**ACCESS EASEMENT**

THIS INDENTURE MADE THIS 9<sup>th</sup> day of February, 2011, by the Unified School District #259, over the following described tract of land:

The South 30 feet of Lot 1, Block 1, Lewis Magnet School Add.

The easement herein granted shall be used for the right of access to and from said parcel and for the access for the lots to the South of said tract.

The maintenance and construction of said easement shall be by the owner of Lot 1, Block 1, Lewis Magnet School Add.

IN WITNESS WHEREOF, Grantor has caused this indenture to be signed by its duly authorized officers and the corporate seal affixed hereto, all on the day and year first above written.

By: Connie Dietz  
Connie Dietz, President  
Unified School District #259

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorff, Director of Law

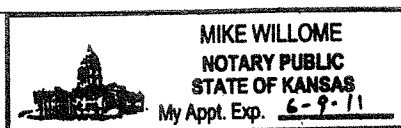
STATE OF KANSAS            )  
  ) SS  
COUNTY OF SEDGWICK    )

BE IT REMEMBERED, That on this 9<sup>th</sup> day of February, 2011, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Connie Dietz, President, Unified School District #259, and she has executed this instrument of writing on the date above first written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Mike Willome  
\_\_\_\_\_  
Notary Public

My Appointment Expires: 6-9-2011



Covenant

This covenant, executed this 9<sup>th</sup> day of February, 2011.

WITNESSETH:

WHEREAS, the undersigned are in the process of platting that certain real property to be known as Lewis Magnet School Addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by the Wichita-Sedgwick County Metropolitan Commission providing for the ownership and maintenance of the drainage reserve.

NOW, THEREFORE, the undersigned do hereby subject Lewis Magnet School Addition to Wichita, Sedgwick County, Kansas, to the following covenants:

1. At such time as that said property shall become developed by improvements thereon, the undersigned agrees to cause an association to be formed to provide for the care, maintenance, and upkeep of the drainage reserves.
2. The drainage reserves located in said addition will be conveyed to the association at such time as the project is sold to or occupied by owners or tenants other than the undersigned.
3. Until said drainage reserves are so conveyed, the ownership and maintenance of the drainage reserves shall be by the undersigned.
4. In the event that the undersigned or the association, its successors or assigns, shall fail to maintain the drainage systems within the reserves or common areas, the City of Wichita may serve a Notice of Delinquency upon the undersigned or the association setting forth the manner in which the undersigned or the association has failed to fulfill its obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled. If said obligation has not been fulfilled within the said time specified, the City of Wichita, may, in order to preserve the taxable value of the properties within the Addition and to prevent the reserves or common areas from being a nuisance, enter upon said reserves or common areas and perform the obligations listed in the Notice of Delinquency. All cost incurred by the City of Wichita in carrying out the obligations of the undersigned may be assessed against the reserves in the same manner as provided by law for such assessments and said assessments may be established as liens upon said

reserves. Should the undersigned or the association, its successors or assigns, upon receipt of reason, within the twenty-day period to be provided in said notice, apply for a hearing before the City Council to appeal said assessments, any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

5. This covenant is binding on the owners, their successors and assigns, and is a covenant running with the land and is binding on all successors in title to the above described property.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

By: Connie Dietz  
Connie Dietz, President  
Unified School District #259

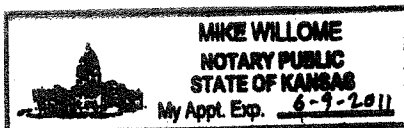
APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

STATE OF KANSAS           )  
  ) SS  
COUNTY OF SEDGWICK    )

BE IT REMEMBERED, That on this 9<sup>th</sup> day of February, 2011, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Connie Dietz, President, Unified School District #259, and she has executed this instrument of writing on the date above first written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.



Mike Willome  
Notary Public

My Appointment Expires: 6-9-2011



City of Wichita  
City Council Meeting  
March 22, 2011

**TO:** Mayor and City Council

**SUBJECT:** SUB2010-00049 -- Plat of Odevseff Addition located on the north side of 29<sup>th</sup> Street North, east of 127<sup>th</sup> Street East. (County)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA ACTION:** Planning (Consent)

---

**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (10-0)



**Background:** The site, consisting of one lot on 10.16 acres, is zoned RR Rural Residential and is located in the County within three miles of Wichita's boundary.

**Analysis:** The site has been approved by County Code Enforcement for the use of on-site sanitary sewer and water facilities. The applicant has submitted a No Protest Agreement for future sewer improvements as requested by the Wichita Public Works and Utilities Department.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

**Financial Considerations:** There are no financial considerations associated with the plat.

**Goal Impact:** Approval of the plat will Ensure Efficient Infrastructure through the integration of streets, utilities and other public facilities.

**Legal Considerations:** The No Protest Agreement has been approved as to form by the City's Law Department and will be recorded by the Register of Deeds.

**Recommendations/Actions:** It is recommended that the City Council approve the document and plat and authorize the necessary signatures.

**Attachments:** No Protest Petition

**NO PROTEST PETITION**

THIS AGREEMENT made and entered into this 2 day of February, 2011, by and between the City of Wichita, Kansas, party of the first part (hereinafter "City"), and Carol Odevseff Trust, party of the second part (hereinafter "Owner").

WITNESSETH:

WHEREAS, City, at some undetermined time in the future, intends to construct certain public improvements to serve property owned by Owner and property owned by others; and

WHEREAS, Owner is the owner of real property legally described as Lot 1 Block 1 Odevseff Addition to Sedgwick County, Kansas; and

WHEREAS, City wishes to insure that the said real property owned by Owner will be included in the improvement district responsible for that portion of the costs of said future improvement that are to be assessed pursuant to the provisions of K.S.A. 12-6a01 et seq..


NOW, THEREFORE, the parties hereto agree as follows:

1. Owner, on his own behalf and on behalf of his heirs, assigns and successors in interest, irrevocably waives his right, pursuant to K.S.A. 12-6a06, to protest the commencement of the construction of Sanitary Sewer Extension by City, but nothing contained herein shall be deemed to be a waiver by Owner of his right to challenge, pursuant to K.S.A. 12-6a11, the reasonableness of the portion of the cost of said construction assessed against Owner's said real property.

2. A copy of this agreement shall be recorded with the Register of Deeds and the promises herein made by Owner shall constitute covenants running with the land described herein.

IN WITNESS WHEREOF, said parties have set their hand this 2nd day of February, 2011.

Owner(s) please sign, then type or print name below signature:

  
Carol Odevseff for Carol Odevseff Trust

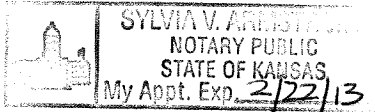
CITY OF WICHITA


By \_\_\_\_\_  
MAYOR

STATE OF KANSAS)  
SEDGWICK COUNTY) SS

BE IT REMEMBERED that on this 2<sup>nd</sup> day of February 20<sup>11</sup>, came Carol Odevseff for Carol Odevseff Trust to me personally known to be the same person who executed the foregoing instrument of writing, and said person duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 2<sup>nd</sup> day of February, 2011.



  
Notary Public

My Commission expires 2/22/13

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

City of Wichita  
City Council Meeting  
March 22, 2011

**To:** Mayor and City Council

**Subject:** VAC2010-00042 - Request to vacate a portion of a utility easement described in the platlor's text; generally located on the northeast corner of Lieunett Avenue and 13th Street North. (District VI)

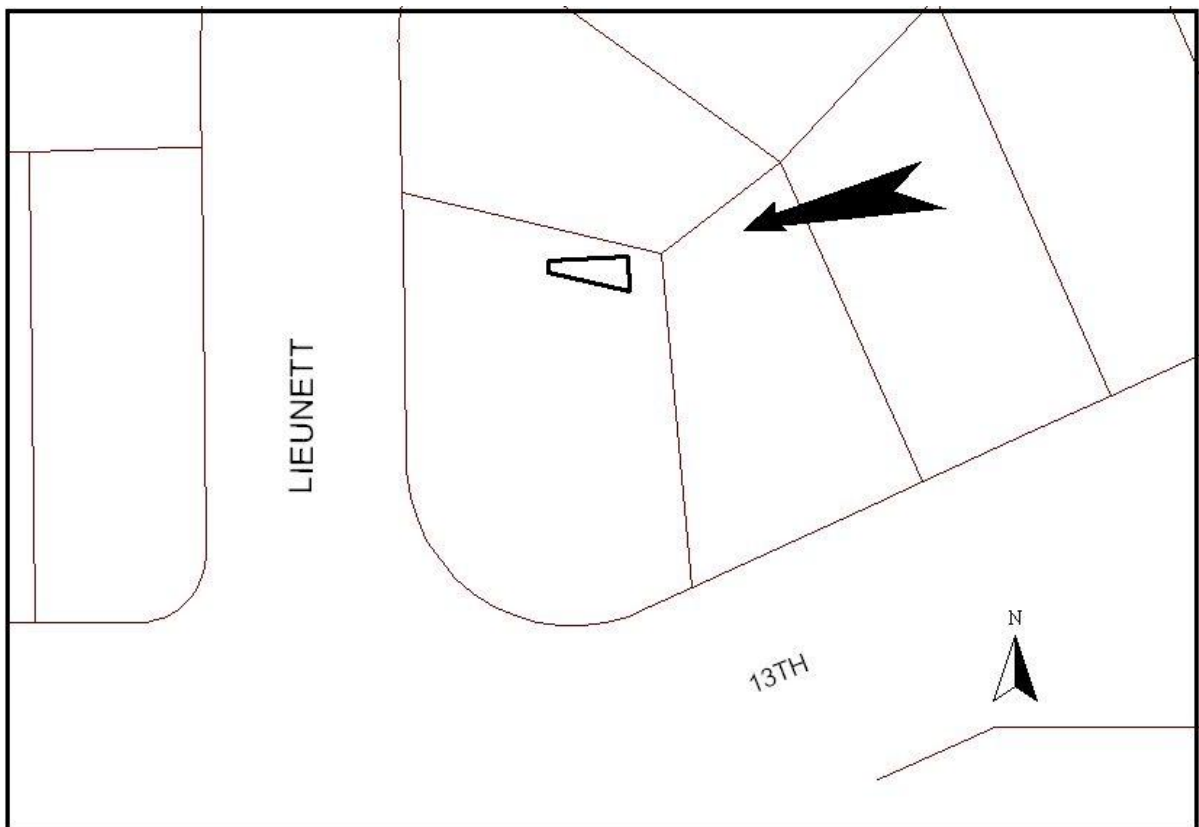
**Initiated By:** Metropolitan Area Planning Department

**Agenda:** Planning (Consent)

---

**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission (MAPC) recommended approval of the vacation request.



**Background:** The applicants, James and Hanh Newman, propose to vacate a portion of a 10-foot wide utility easement, as described in the plat's text. If approved, the vacation will remove a detached garage from encroaching into the easement. The garage was in its present location when the applicants purchased the property. The vacation will retain that portion of the easement covering a public manhole and sewer line located in the east portion of the easement. There are no other public or franchised utilities in the easement. The Woodrow Court Addition was recorded with the Register of Deeds on October 5, 1923. The legal description of the subject site, site plan and the Woodrow Court Addition plat indicate a boundary shift which was created by the sale of a portion of the lot and has reconfigured the platted Lots 21 and 23 (subject site), all in Block C, Woodrow Court Addition. The boundary shift has resulted in placing the easement mostly in Lot 23 as opposed to its original location of half on Lot 21 and half on Lot 23, per the plat's text.

**Analysis:** The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

**Financial Considerations:** All improvements are to City standards and at the applicant's expense.

**Goal Impact:** The application supports the City's goal to Ensure Efficient Infrastructure.

**Legal Considerations:** A certified copy of the Vacation Order will be recorded with the Register of Deeds.

**Recommendation/Actions:** Follow the recommendation of the Metropolitan Area Planning Commission, to approve the Vacation Order and authorize the necessary signatures.

**Attachments:** No attachments are necessary for this vacation request.

City of Wichita  
City Council Meeting  
March 22, 2011

**To:** Mayor and City Council

**Subject:** VAC2011-00001 - Request to vacate the platlor's text to amend the uses allowed in the platted reserve and a platted easement; generally located west of Greenwich Road and south of K-96. (District II)

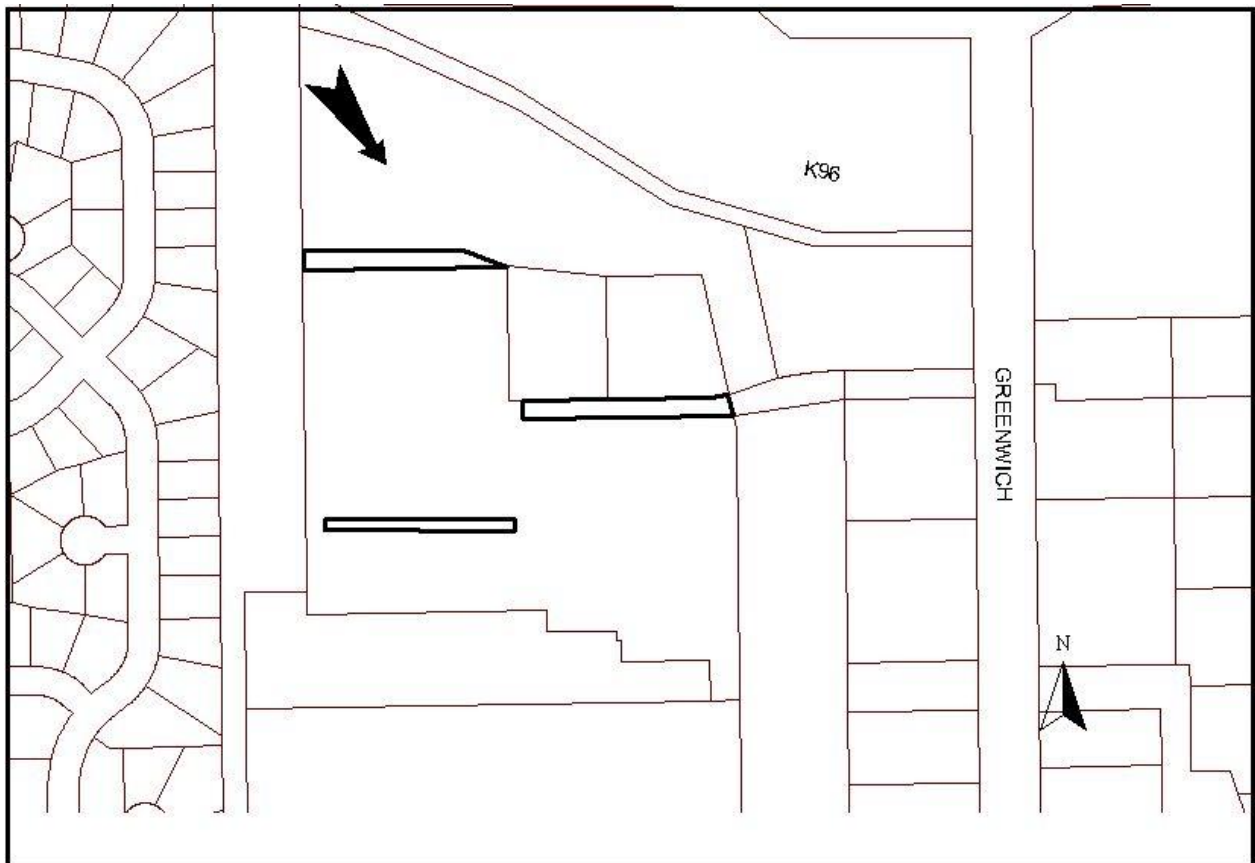
**Initiated By:** Metropolitan Area Planning Department

**Agenda:** Planning (Consent)

---

**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission (MAPC) recommended approval of the vacation request.



**Background:** The applicants are requesting the vacation of the plat's text to amend the uses allowed in platted Reserve A, located within Parcels B and C (see second paragraph), all in Lot 11, Block 1, the Regency Lakes Commercial 2nd Addition. Currently, the plat's text states that Reserve A is to be used for: landscaping, entry monuments, drainage, lakes, recreation uses, utilities confined to easements, sidewalks, signs, private drives and lights. These uses will not be retained, but will be supplemented with those uses permitted in Parcel B (Lot 11) of CUP DP-234. Those permitted uses in Lot 11 are: all uses in the LI Limited Industrial ("LI") zoning district except the following: adult entertainment as defined by city code, recreational vehicle campground, freight terminal, vehicle storage yard, gas and fuel storage and sales, storage of class-C fireworks, poultry or rabbit dressing, tire re-treading or recapping, grain storage and concrete or asphalt plant. There are no public or franchised utilities located within the described platted reserve or the platted easement.

Parcel C is to be created by a lot split, SUB20011-00001. A lot split cannot vacate property reserved for public use, thus the vacation request. The Regency Lakes Commercial 2nd Addition was recorded with the Register of Deeds on February 26, 2004.

**Analysis:** The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

**Financial Considerations:** All improvements are to City standards and at the applicant's expense.

**Goal Impact:** The application supports the City's goal to Ensure Efficient Infrastructure.

**Legal Considerations:** A certified copy of the Vacation Order will be recorded with the Register of Deeds.

**Recommendation/Actions:** Follow the recommendation of the Metropolitan Area Planning Commission, to approve the Vacation Order and authorize the necessary signatures.

**Attachments:** No attachments are necessary for this vacation request.

City of Wichita  
City Council Meeting  
March 22, 2011

**TO:** Wichita Airport Authority

**SUBJECT:** Closed Circuit Television Headend and Network Security  
Equipment Upgrade  
Budget Adjustment and Contract Approval  
Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

---

**Recommendation:** Approve the budget adjustment and the contract.

**Background:** On October 26, 2010, the Wichita Airport Authority (WAA) approved a project to modernize the existing Closed Circuit Television (CCTV) surveillance system equipment which serves the entire Mid-Continent Airport campus. In that action, the WAA also established a project budget of \$110,000 for preliminary design and construction administration. On January 25, 2011, the WAA approved a supplemental agreement with AECOM to provide construction management services for this project and increased the budget to \$225,000.

**Analysis:** A Request for Proposals was developed to solicit proposals to upgrade the existing CCTV infrastructure and end devices which include the purchase of equipment along with integration, installation and maintenance services. Proposals were received from six vendors and three companies were interviewed. The Staff Screening and Selection Committee selected West Unified Communication Services (West UC) as the vendor providing appropriate technical qualifications and a cost-effective project solution. Pursuant to Administrative Regulation 1.2, the selection process has been reviewed by the City Auditor and approved by the City Manager.

**Financial Considerations:** A contract has been negotiated with West UC in the amount of \$614,504. A budget increase of \$675,000 is requested to cover the cost of the West UC contract along with administrative and other expenses related to the project. This results in a total budget of \$900,000 which is within the estimate included in the Capital Improvement Program for this project. The project will be funded with a combination of Passenger Facility Charges and Transportation Security Administration funding.

**Goal Impact:** The Airport's contribution to the Economic Vitality of Wichita is promoted through enhancing the security of the Airport facilities.

**Legal Considerations:** The Law Department has approved the contract as to form.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the budget adjustment, approve the contract and authorize the necessary signatures.

**Attachments:** Contract.

# CONSTRUCTION CONTRACT AGREEMENT

**Wichita Airport Authority**

(April 1, 2010)

City of Wichita Project No. 450-411

THIS AGREEMENT, made as of {Insert Effective Date Of Agreement} is

BY AND BETWEEN:

the OWNER:                      Wichita Airport Authority  
   2173 Air Cargo Road  
   Wichita, Kansas 67209

And the CONTRACTOR:        West Unified Communications Services  
   125 N. Emporia, Suite #100  
   Wichita, Kansas 67202

## WITNESSETH:

WHEREAS it is the intent of the OWNER to make improvements at Mid-Continent-Airport generally described as follows:

1. Installation of network equipment to support CCTV expansion.
2. Replace existing DVR system with an IP based system. Replacement includes DVMS hardware, software, programming, training and testing.
3. Install a Video Storage Sysyem and associated equipment for video storage.

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

## **Article 1 - Work**

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material (unless specifically identified to be provided by others) and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

## Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Conditions, Supplementary Provisions, Technical Specifications, Drawings, , Information for Proposers, , Performance and Maintenance Bond, Statutory Bond, Insurance certificates, Price List (Exhibit A), Parts List (Exhibit B) documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this Agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Agreement as if fully rewritten herein or attached thereto.

## Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

**Six Hundred Thirty One Thousand, Seven Hundred Fifty Nine Dollars and Forty One Cents** (*Amount in Written Words*)    **\$631,759.41** (*Amount in Numerals*)

subject to the following:

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is either the lump sum or the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities, as applicable;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER;
- d. Said amount is subject to modification for additions and deductions as provided for within the General Conditions.

## Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Agreement, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Agreement.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Conditions. Progress payments shall be based on estimates prepared by the OWNER or representative for the value of work performed/accepted and materials completed in place in accordance with the Contract Documents.

Progress payments are subject to retainage requirements as set forth in the General Conditions.

#### **Article 5 – Contract Time**

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within the timeframe indicated unless modified by Change Order.

**{Final Acceptance no later than June 9, 2011}**

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of formal modifications to this Agreement in accordance with the General Conditions and as approved by the OWNER.

#### **Article 6 – Liquidated Damages**

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum shown hereinafter for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.
- c. The liquidated damages for this project are:

**{\$2,000.00/calendar day}**

#### **Article 7 – CONTRACTOR'S Representations**

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

#### **Article 8 – CONTRACTOR'S Certifications**

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

#### **Article 9 – Non-Discrimination/Affirmative Action Program**

The CONTRACTOR, in performing the work required under this Agreement, agrees to comply with the provisions of the Non-Discrimination Equal Employment Opportunity/Affirmative Action Program requirements of the City of Wichita attached hereto as Exhibit A and incorporated herein by reference.

#### **Article 10– Ownership**

For good cause, and as consideration for executing this Agreement, the CONTRACTOR, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the OWNER all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the OWNER pursuant to this Agreement.

#### **Article 11 – Hold Owner Harmless**

The OWNER shall be held harmless for any and all breaches of Federal Aviation Administration, Transportation Security Administration or OWNER'S security rules and/or regulations rising out of any conduct or admission by the CONTRACTOR. In the event a penalty is imposed for one or more security violations the penalty(s) shall be paid by the CONTRACTOR, its officers, employees, agents, or subcontractors.

#### **Article 12 – No Arbitration**

The CONTRACTOR further agrees notwithstanding anything to the contrary contained in the bid documents or the Contract to be awarded herein, that the OWNER shall not be subject to arbitration and any clause relating to arbitration contained in the documents or in the Contract to be awarded herein between the two parties shall be null and void.

#### **Article 13 – Miscellaneous**

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- c. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all

covenants, agreements, and obligations contained in the Contract Documents.

- d. CONTRACTOR understands all Contract documents are the property of the OWNER and shall not be used by the CONTRACTOR for any purpose other than the Work to be performed under this Agreement.


IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed copies of this Agreement on the day and year first noted herein.

OWNER ATTEST:

WICHITA AIRPORT AUTHORITY  
2173 AIR CARGO ROAD  
WICHITA, KANSAS 67209

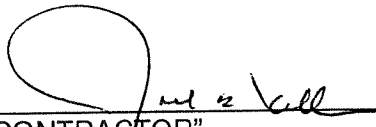
By: \_\_\_\_\_  
Karen Sublett, City Clerk

By: \_\_\_\_\_  
Carl Brewer, President

"OWNER"  
By:  \_\_\_\_\_  
Victor D. White, Director of Airports

CONTRACTOR ATTEST:

West Unified Communications Services  
125 N. Emporia, Suite #100  
Wichita, Kansas 67202

By:  \_\_\_\_\_  
"CONTRACTOR"


By: \_\_\_\_\_

Title: VP of operations

Title: \_\_\_\_\_

(Seal)

APPROVED AS TO FORM:

Attorney:  \_\_\_\_\_

Date: 3-7-11

## EXHIBIT A

### REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this Contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this Contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

## COMPLIANCE AGREEMENT (FORM 1)

By signing this document, Successful Bidder hereby certifies and understands that:

1. It has not discriminated against any DBE or EBE firms in awarding subcontracts for this project.
2. The Contractor must submit contracts, bonds, Compliance Agreement Form, Subcontractor Data Form, **within ten working days after the bid opening or its bid shall be declared non-responsive.**
3. Failure to provide information may result in a loss of the Bidder's bid bond.
4. Additional documentation to verify or clarify subcontracting requirements must be provided upon request.
5. Upon project completion, the Contractor must submit the project affidavit, supplier form, and the Prime Contractor Data Sheet- Project Final Amount Form, **before final payment will be processed to the prime Contractor.**

And, Executes this Compliance Agreement as:

Company Name: West UC Solutions, LLC

Address: 125 N. Emporia, Wichita KS 67202

Phone Number: 316 265 9555 FAX Number: 316 265 9565

By:  Off. of Operations 2/17/11  
Signature of Authorized Owner or Representative Title Date

Print Name: Joel D. Keller

RECEIVED  
MAR 07 2011  
AIRPORT ENGINEERING

**SUBCONTRACTOR DATA SHEET (FORM 2)**

FORMAL BID #: 450-411

Project Name: CCTV, Headend & Network Equip

Prime Contractor Name: West UC Solutions LLC

Federal Tax ID #: 27-1955661

Prime Contract Amount: \$631,759.41

THIS FORM MUST BE SUBMITTED TO THE  
FINANCE DEPARTMENT/PURCHASING DIVISION WITH ALL CONTRACTS

Sub Federal Tax ID#	Subcontractor Name/Address/Phone No.	Sub Contract Amount	Type of Work	*City Status* (check as many as apply)	Ethnic Code
48/000249	Building Controls & Services Inc 618 E Douglas Wichita KS 67202	\$168,597.10	CCTV	DBE EBE SBE MBE	A AA NA HI AKA PI WO
				DBE EBE SBE MBE	A AA NA HI AKA PI WO
				DBE EBE SBE MBE	A AA NA HI AKA PI WO
				DBE EBE SBE MBE	A AA NA HI AKA PI WO
				DBE EBE SBE MBE	A AA NA HI AKA PI WO
				DBE EBE SBE MBE	A AA NA HI AKA PI WO

City Status: DBE (State-Certified Disadvantaged Business Enterprise), EBE (City-Listed Emerging Business Enterprise), SBE (Small Business Enterprise), (MBE/W/O) Minority/women-owned business is a business listed as such on the State's Uncertified Listing

Ethnic Code: A (Asian), AA (African American), NA (Native American), HI (Hispanic), AKA (Alaskan American), PI (Pacific Islander), WO (Women-owned)

I here certify that the above information is true and correct and that I will notify the Purchasing Agent, in writing, of any changes that occur prior to completion of the work.

Prime Contractor's Signature: [Signature]

Date: 2/17/11

Purchasing Agent's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**RECEIVED**

CA-11

MAR 07 2011

11SB 45

STATUTORY BOND

(KSA 60-1111)

(May 19, 2010)

FILED

APP DOCKET NO. W

2011 MAR - 7 A 10: 57

CLERK OF DIST. COURT  
18TH JUDICIAL DISTRICT  
SEDGWICK COUNTY, KS

West Unified Communications W

KNOW ALL MEN BY THESE PRESENTS, that Services, LLC of  
Wichita, KS as principal, and Platte River Insurance Company a  
corporation authorized under the laws of the State of Nebraska with general offices  
in Middleton, WI authorized to transact business in the State of  
Kansas as Surety, are held and firmly bound unto the State of Kansas in the  
penal sum of Six Hundred Thirty-One Thousand Seven Hundred  
Fifty-Nine Dollars And Forty-One Dollars (\$ 631,759.41 ) lawful  
Cents money of the United States, for the payment of which sum well and truly to be made said  
principal and Surety bind themselves, their heirs, administrators, executors, successors  
and assigns, jointly and severally, firmly by these presents.

Signed, sealed and delivered this 23rd day of February, 20 11

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said  
principal has entered into written Contract with the Wichita Airport Authority, Wichita, Kansas  
dated 20 11 for the furnishing of all materials and  
labor and doing all the work of whatever kind necessary to construct certain improvements for  
the Wichita Airport Authority, Wichita, Kansas, all in accordance with the detailed plans and  
specifications for such work on file in the office of the Director of said Authority, and in  
accordance with said Contract, a copy of which is or may be attached hereto and which is by  
reference made a part hereof.

NOW THEREFORE, If the said principal or the subcontractor or subcontractors of said principal  
shall pay all indebtedness incurred for supplies, materials or labor furnished, used or consumed  
in connection with or in or about the construction or making of the above described  
improvement, including gasoline, lubricating oils, fuel oils, greases, coal and similar items used  
or consumed directly in furtherance of such improvement, this obligation shall be void;  
otherwise, it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of  
time, alteration or addition to the terms of the Contract or to the work to be performed  
thereunder or the specifications accompanying the same shall in any wise affect its obligations  
on this Bond, and it does hereby waive notice of any such change, extension of time, alteration  
or addition to the terms of the Contract or to the work or to the specifications.

RECEIVED

MAR 07 2011

SB-1

AIRPORT ENGINEERING

If the principal shall fail or neglect to pay any person, firm or corporation for labor bills, including the hire, rental or lease of equipment or machinery and the operators thereof, used on the work, or materials employed or used in carrying forward, performing and completing said Contract, within thirty (30) days after the same becomes due and payable, such persons, firms or corporations entitled to such pay may sue on this Bond to recover from said principal and Surety or either of them the amount so due and unpaid.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, said principal has duly executed these presents and said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written.

West Unified Communications Services, LLC

Company or Firm (Seal)

By 

Title VP of UC Operations  
Principal

Platte River Insurance Company

Surety (Seal)

1600 Aspen Commons, Middleton, WI 53562-4719

Surety Address

(800)475-4450

Surety Phone Number

By 

Attorney-in-fact

Marcy L Overman

(A certified copy of the Agent's Power of Attorney must be attached hereto.)

**PERFORMANCE AND MAINTENANCE BOND**

(November 19, 2010)

KNOW ALL MEN BY THESE PRESENTS, that West Unified Communications Services, LLC of 125 N Emporia, Wichita, KS 67202 as principal, and Platte River Insurance Company a corporation authorized under the laws of the State of Nebraska with general offices in Middleton, WI and authorized to transact business in the State of Kansas as Surety, are held and firmly bound unto the Wichita Airport Authority, Wichita, Kansas, in the penal sum of Six Hundred Thirty-One Thousand Seven Hundred Fifty-Nine Dollars And Forty-One Cents (\$631,759.41) lawful money of the United States, for the payment of which sum, well and truly to be made said principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and delivered this 23rd day of February, 20 11

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said principal has entered into a written Contract with the Wichita Airport Authority, Wichita, Kansas, dated 20 11, for the furnishing of all material and labor and doing of all the work of whatever kind necessary to construct on a time schedule sufficient to maintain third party funding. certain Network Equipment Upgrade improvements for the Wichita Airport Authority, Wichita, Kansas, including maintenance and repair thereof for the period of two years from date of final acceptance, all in accordance with the detailed plans and the specifications for such work on file in the office of the Director of said Authority and in accordance with said Contract, a copy of which is, or may be attached hereto and which is by reference made a part hereof.

NOW THEREFORE, if said principal shall well and truly perform all of the covenants, conditions and obligations of said Contract on the part of said principal to be performed, and shall hold the Authority harmless against all claim, loss or damage which it may sustain or suffer by reason of any breach of or neglect of duties stated within said Contract by said principal, and if said principal shall well and truly in good sufficient and skillful manner and to the satisfaction of the Wichita Airport Authority, Wichita, Kansas, perform and complete the work required, including such requirements of maintenance and repair as are set out in the Contract and other documents related to said work for the period of two years from date of final acceptance, then this obligation shall be void; otherwise to remain in full force and effect.

PMB-1

IN TESTIMONY WHEREOF, said principal has duly executed these presents, and said Surety has caused these presents to be executed in its name, and its corporate seal is to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written.

West Unified Communications Services, LLC

Company or Firm (Seal)

By

Title VP of UC Operations  
Principal

Platte River Insurance Company

Surety (Seal)

1600 Aspen Commons, Middleton, WI 53562-4719

Surety Address

(800)475-4450

Surety Phone Number

By

Attorney-in-fact

Marcy L Overman

(A certified copy of the Agent's Power of Attorney must be attached hereto.)  
(To be filed with the Clerk of the District Court)

PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41213664

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----ELLEN M HANSEN; DOUGLAS P IRVIN; MARCY L OVERMAN; BARBARA S DALE; SHANNON L KLEIN-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$1,000,000.00 -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2007.

Attest:

*David F. Pauly*  
David F. Pauly  
Chairman & CEO



PLATTE RIVER INSURANCE COMPANY

*James J. McIntyre*  
James J. McIntyre  
President

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

On the 1st day of January, 2007 before me personally came James J. McIntyre, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

*Daniel W. Krueger*

Daniel W. Krueger  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 23rd day of February, 2 011



*Alan S. Ogilvie*  
Alan S. Ogilvie  
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

PR-POA (8-07)

**City of Wichita  
City Council Meeting  
March 22, 2011**

**TO:** Wichita Airport Authority

**SUBJECT:** Taxiway “H and H1” West Site Development  
Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

---

**Recommendation:** Approve the project and contract.

**Background:** Airport Development is included in the Capital Improvement Program. This project will initially study the area between Pueblo Road, Airport Road, Harry Street and Taxiway H and provide site development options addressing elements such as utilities, drainage, pavements and landscaping to accommodate tenant development.

**Analysis:** A Request for Proposals was issued to solicit professional services. Two consulting firms were interviewed and Professional Engineering Consultants (PEC) was selected by the Staff Screening and Selection Committee due to relevant and applicable experience plus a better understanding of the project and site. The Request for Proposals allows the selected consultant to be used for future design services which will be negotiated when needed.

**Financial Considerations:** The contract amount for the ~~design and bid~~ **concept** phase services is \$18,175. The initial budget requested is \$25,000 to cover the contract and initial expenses. The project will be paid for with General Obligation bonds reimbursed from Airport revenue.

**Goal Impact:** The Airport’s contribution to the Economic Vitality of Wichita is promoted through infrastructure improvements to allow development of Airport property for tenant use.

**Legal Considerations:** The Law Department has approved the Contract as to legal form.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority initiate the project, approve the budget, approve the contract and authorize necessary signatures.

**Attachments:** Contract.

CONTRACT  
for  
CONSULTING SERVICES  
between  
WICHITA AIRPORT AUTHORITY  
and

PROFESSIONAL ENGINEERING CONSULTANTS

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the WICHITA AIRPORT AUTHORITY, Wichita, Kansas, party of the first part, hereinafter called the "OWNER" and Professional Engineering Consultants, 303 S. Topeka, Wichita, Kansas, party of the second part, hereinafter called the "CONSULTANT".

WITNESSETH: That,

WHEREAS the OWNER is engaged in the operation of Wichita Mid-Continent Airport; and whereas it is the desire of both parties that the CONSULTANT furnish consulting services in conjunction with the Taxiway H and H-1 Site Development (PROJECT); and whereas all of the aforesaid being located within the corporate limits of the City of Wichita, Sedgwick County, Kansas, and

WHEREAS, the OWNER is authorized by law to employ a consultant to provide professional consulting services NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES:

The Scope of Services to be performed by the CONSULTANT shall be as outlined in EXHIBIT A.

ARTICLE II - THE CONSULTANT AGREES:

- A. To provide the professional services, equipment, material and transportation to perform the tasks as outlined in Article I, SCOPE OF SERVICES.
- B. To designate a project manager who will coordinate all work and be the point of contact for communications and to submit qualifications of the proposed project manager to the OWNER in advance of the Notice to Proceed. The OWNER reserves the right to withhold the Notice to Proceed until a qualified project manager is designated. The OWNER shall concur with any changes to this assignment.
- C. This Agreement and all subconsultant agreements shall be governed by the laws of the State of Kansas.
- D. To submit to the OWNER in a timely manner, editable, electronic files of all surveys and drawings in AutoCAD format and specifications in Microsoft Word. Each submittal shall be in a single, organized file that mimics the plans and specifications.

- E. To save and hold OWNER harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by negligent acts, errors or omissions of CONSULTANT, its agents, servants, employees, or subconsultants occurring in the performance of its services under this Agreement.
- F. To maintain all books, documents, papers, accounting records, and to make such material available at the CONSULTANT'S office at reasonable times during the contract period, and for three years from the date of final payment under the Agreement, for inspection and/or duplication by the OWNER or authorized representatives.
- G. That the CONSULTANT shall not, on the grounds of race, color, sex, national origin, age or handicap, discriminate or permit discrimination in violation of any federal, state or local laws or of Part 21 of the regulations of the Office of the United States Department of Transportation (49 CFR 21). The CONSULTANT, in performing the work or services required pursuant to this Agreement, shall not participate either directly or indirectly in discriminations prohibited by the non-discrimination requirements of the City of Wichita, Kansas, as set out in EXHIBIT B. The OWNER reserves the right to take such action as the United States Government or any state or local government may direct to enforce this covenant.

The CONSULTANT assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The CONSULTANT assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The CONSULTANT assures that it will require that their covered suborganizations provide assurances to the OWNER that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

- H. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work described in EXHIBIT A.
- I. To submit billings to the OWNER for the Services performed as required by this Agreement. Billings shall not exceed progress of work as evidenced by deliverables submitted by the CONSULTANT and approved by the OWNER. During the progress of work covered by the Agreement, partial payment requests may be made at intervals of not less than four weeks. The progress billings shall be supported by documentation acceptable to the OWNER, which shall include a record of the percentage completion evidenced by approved deliverables, of the number of days allocated for completion of the work, the number of days that have elapsed, and the number of days that remain to complete the work. Progress billings shall also include copies of subconsultant invoices to the CONSULTANT for the same billing period. Payment to subconsultants, for satisfactory performance shall be made within 30 days of receipt of payment and no retainage shall be withheld. Any delay or postponement of payment from the referenced time frame may occur only for good cause and following written approval of the OWNER.

- J. To complete and deliver plans to the OWNER within the time allotted for the work as stipulated herein; except that the CONSULTANT shall not be responsible or held liable for the time required for reviews for the approving parties or other delays occasioned by the actions or inactions of the OWNER or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT. The schedule is outlined in EXHIBIT C, attached hereto and incorporated herein by reference. The CONSULTANT shall maintain such schedule through the duration of the Project.
- K. To covenant and represent to be responsible for the professional and technical accuracy and the coordination of all drawings or other work or material furnished by the CONSULTANT under this Agreement.

CONSULTANT further agrees, covenants and represents that Services furnished by CONSULTANT, its agents, employees and subconsultants under this Agreement shall be free from negligent errors or omissions.

CONSULTANT further agrees, covenants and represents, that all specifications and bid documents prepared in accordance with the work required by this Agreement shall contain a clause that provides the following:

"Notwithstanding anything to the contrary contained in these bid documents or the contract to be awarded herein, the OWNER shall not be subject to arbitration and any clause relating to arbitration contained in these bid documents or in the contract to be awarded herein shall be null and void."

- L. To procure and maintain such professional liability insurance as will protect the CONSULTANT from damages resulting from negligent acts and/or omissions of the CONSULTANT, its agents, officers, employees and subconsultants in an amount not less than \$3,000,000 per occurrence, subject to deductible of not more than \$10,000. The CONSULTANT shall be responsible for payment of all deductible amounts without reimbursement by OWNER. In addition, a Worker's Compensation policy with coverage amounts sufficient to meet statutory requirements shall be provided and maintained. This policy shall contain an "all-states" endorsement. In addition, an Employers Liability policy with coverage in the sum of not less than \$1,000,000 shall be provided and maintained. This policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Worker's Compensation Law.

Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT for the duration of the Project that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the OWNER or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees, or subconsultants in the performance of CONSULTANT services under this Agreement. The liability limit shall not be less than \$1,000,000 per occurrence for bodily injury, death and property damage. The Wichita Airport Authority, Wichita, Kansas; the City of Wichita; their officers, employees and agents shall be named as additional insureds under the terms of the policy with respect to the names insurer's operations. Satisfactory Certificates of Insurance shall be filed with the OWNER prior to the time CONSULTANT starts any work under this

Agreement. The CONSULTANT shall maintain such insurance through the duration of the Project. In addition, insurance policies applicable hereto shall contain a provision that provides that the OWNER shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or cancelled.

- M. Its agents, employees and subcontractors, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in effect and which apply to its activities on Airport property, including such rules, regulations, orders and/or restrictions that may be adopted, enacted or amended during the term of this Agreement.
- N. The CONSULTANT and the OWNER shall not be obligated to resolve any claim or dispute related to this Agreement by arbitration. Any reference to arbitration in any proposal or contract documents is deemed void.
- O. That all information provided by the OWNER and/or developed for the PROJECT shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the CONSULTANT without the written consent of OWNER, except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided, however, that the limitation shall not apply to any information or portion thereof, which is:
  - 1. Within the public domain at the time of its disclosure.
  - 2. Required to be disclosed by a court of competent jurisdiction or Government order.
  - 3. Approved by the OWNER for publicity.
  - 4. Required to be communicated in connection with filings with governmental bodies having jurisdiction over the design or construction of the PROJECT.

#### ARTICLE III - THE OWNER AGREES:

- A. To furnish all available data pertaining to the PROJECT available to the OWNER. All data shall be considered confidential unless otherwise noted.
- B. To provide standards, as available, for the PROJECT.
- C. To pay the CONSULTANT for services in accordance with the requirements of this Agreement within thirty (30) working days from the date of receipt of invoice and upon satisfactory performance of service.
- D. To provide the right of entry into secured areas for CONSULTANT'S personnel, subject to all rules and regulations of the OWNER, the Transportation Security Administration and Federal Aviation Administration regarding airfield safety and security.
- E. To pay all applicable design phase fees, unless otherwise stated herein.

- F. To abate asbestos, as needed, within the work zone.

ARTICLE IV - PAYMENT PROVISIONS:

- A. Payment to the CONSULTANT for performance of the specified services shall be as described hereinafter.
1. Payment to the CONSULTANT for the performance of study phase services shall be based on an hourly rate and expenses basis with a not to exceed amount of \$18,175.00. (EXHIBIT D)
  2. Payment to the CONSULTANT for the performance of design and/or construction phase services shall be negotiated at a later date.
- B. During the course of the Agreement any scope changes anticipated or detected by the CONSULTANT shall immediately, and in writing, be brought to the attention of the OWNER along with an estimate of actual costs and impact to the schedule. The CONSULTANT shall give the OWNER the opportunity to mitigate any and/or all impacts of the proposed scope changes. For potential scope changes initiated by the OWNER, the OWNER shall provide to the CONSULTANT, in writing, the known details of the proposed scope change and the CONSULTANT shall proceed to provide a timely response. In no case shall additional work be performed nor shall additional compensation be paid except on the basis of an executed supplemental agreement.
- C. Final payment shall not occur until all work is complete and approved by the OWNER.

ARTICLE V - THE PARTIES HERETO MUTUALLY AGREE:

A. TERMINATION OF CONTRACT

1. That the right is reserved to the OWNER to terminate this Agreement or any portion of phase of this Agreement at any time, upon written notice, in the event the PROJECT is to be abandoned; PROVIDED, however, that in such case the CONSULTANT shall be paid the reasonable value of the Services rendered up to the time of termination on the basis of the provisions of this Agreement, but in no case shall payment be more than the CONSULTANT'S actual costs plus a reasonable sum for profit. Upon receipt of such notice, Services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the OWNER and become the possession of the OWNER.
2. Any violation or breach of the terms of this Agreement on the part of the CONSULTANT or subconsultant(s) may result in the suspension or termination of this Agreement or such other action, which may be necessary to enforce the rights of the parties of this Agreement. In such case, the OWNER may take possession of all materials as may have been accumulated in performing this Agreement, whether completed or in progress and take over the work and prosecute the same to completion, by separate agreement or otherwise, for the account and at the expense of the CONSULTANT. The CONSULTANT shall be

liable to the OWNER for those costs associated with the remedy of the breach of terms.

3. The rights and remedies of the OWNER provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- B. That the specifications, plans and other deliverables shall become the property of the OWNER upon delivery or termination of the Services in accordance with this Agreement. The OWNER shall not hold the CONSULTANT liable upon the OWNER'S reuse of any part of deliverables, and there shall be no restriction or limitation on their further use by the OWNER. Consultant's seal and name shall not be reproduced on such documents if reused by the OWNER.
- C. That the services to be performed by the CONSULTANT under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the OWNER.
- D. In the event of unavoidable delays in the progress of the work, reasonable extensions in the time will be granted by the OWNER, provided, however, that the CONSULTANT shall request extensions in writing giving the reason therefore.
- E. Unless otherwise provided in this Agreement, the CONSULTANT and agents, servants, employees, or subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- F. It is further agreed that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.
- G. For good cause, and as consideration for executing this Agreement, the CONSULTANT, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the OWNER all right, title, and interest in and to all causes of action it may now or hereafter require under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the OWNER pursuant to this Agreement.
- H. Neither the OWNER'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONSULTANT under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.
- I. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damage pursuant to the terms of provisions of this Agreement.
- J. The CONSULTANT hereby certifies that:

1. The CONSULTANT has not employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the CONSULTANT) to solicit or secure this Agreement.
2. The CONSULTANT has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
3. The CONSULTANT has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).
4. By acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the CONSULTANT or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement.


IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Agreement as of the date first written above.

ATTEST:

WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

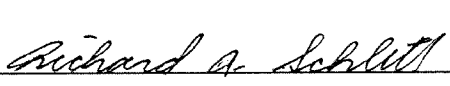
By: \_\_\_\_\_  
Karen Sublett, City Clerk

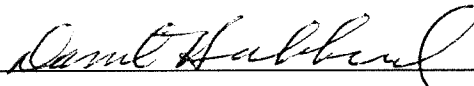
By: \_\_\_\_\_  
Carl Brewer, President  
"OWNER"

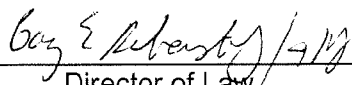
By:  \_\_\_\_\_  
Victor D. White, Director of Airports

ATTEST:

Professional Engineering Consultants  
303 S. Topeka  
Wichita, Kansas 67202

By:  \_\_\_\_\_  
Title: Secretary/Treasurer

By:  \_\_\_\_\_  
Title: Director  
"CONSULTANT"

APPROVED AS TO FORM:  \_\_\_\_\_ Date: 3-7-11  
Director of Law

ATTACHMENTS: EXHIBIT A – Scope of Services  
EXHIBIT B – Equal Employment Opportunity  
EXHIBIT C – Project Schedule  
EXHIBIT D – Fee Schedule  
EXHIBIT E – Map

## EXHIBIT A

### Taxiway H and H-1 Site Development

#### Study Phase Scope of Services

(February 28, 2011)

GENERAL: Provides services regarding site and development planning for pending and future tenant development. Details of the work include:

A. Develop no more than three alternate, schematic development site plans that include:

- Airfield and landside pavements
- Utilities
- Drainage/stormwater solutions
- Landscaping
- Building pad elevations
- Cost estimates

B. Set approximately 12 pins on right-of-ways and lease lines.

C. Deliver to the Owner appropriate drawings and documents in both hard copy and e-files for Airport and tenant use.

## DESIGN, BID AND CONSTRUCTION PHASE SERVICES

The Consultant shall furnish professional services as required for the development of plans, technical specifications, phasing and construction cost estimates for the project in the format and detail required by Airport Engineering. Plans shall be prepared on standard sized sheets, unless otherwise allowed. The Consultant's project manager shall be a professional engineer licensed by the State of Kansas and experienced to manage the project described within the Request for Proposals.

The services provided shall be a cost-effective design that shall have had alternatives evaluated by the Consultant, where applicable. When alternates are evaluated an estimated construction cost estimate comparing the alternatives shall be part of a pre-design submittal. Incidental services may include such items as design approvals by applicable departments and agencies, construction phasing, etc. The Consultant shall provide minutes of all meetings within 5 days of such events.

The Consultant shall submit plans and otherwise make arrangements, obtain permits and clearances with all review agencies. The Owner shall pay for any design phase plan review and permitting fees.

Consultant shall anticipate the work shall be a unit priced project and provide construction cost information in an appropriate format.

Consultant shall insure the plans show adequate horizontal and vertical control to allow the contractor to stake and build the project. Airport Engineering has established a system of benchmarks that shall be used, when applicable.

Field notes, drawings, specifications and other pertinent project records are to be provided via hard copies, CD-ROM, or other acceptable media, all labeled. The plan files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved by Airport Engineering during the preliminary design phase. Text fonts other than standard AutoCAD files are to be included with drawing files.

The Consultant will not be allowed to provide services for the contractor, such as construction staking or testing.

### PHASE I – DESIGN PHASE

1. Pre-Design: Prior to the start of design the Consultant shall meet with Airport staff for a pre-design meeting. In addition to covering the elements of the project the pre-design meeting shall be used to acquaint the Consultant with the Airport procedures.
2. Data Collection/Field Surveys: Provide technical personnel and equipment to obtain data as required for the design. Airport Engineering staff will provide available record

drawings and prior relevant studies to aid the work however the Consultant shall be responsible for verifying the accuracy of the information. Airport Engineering will provide available Airport bench mark data to be used for the project.

3. Preliminary Design: Submit two (2) copies of the preliminary design for review. The preliminary design shall include the project's footprint, preliminary drainage issues and solutions, preliminary utility issues and solutions. A preliminary construction cost estimate shall be a part of this submittal. Consultant shall meet with Airport staff to discuss the submittal. Provide to the Airport the technical information needed for the storm water pollution prevention plan.
4. Office Check: Submit two (2) copies of the office check plans and applicable supplemental technical specifications for review. Airport Engineering staff shall provide the specifications PART I, BIDDING/CONTRACTING INFORMATION and PART II, GENERAL CONDITIONS. The Consultant shall assist with preparing the bid form information and miscellaneous activities to allow assemble a complete specification by the Consultant. Customizing the specifications and/or developing technical specifications shall be considered part of the Consultants responsibility. An updated construction cost estimate shall be a part of this submittal. Consultant shall meet with Airport staff to discuss the submittal and field check the plans with the staff.

During this stage of the project resolve with the utility companies and the Airport the utility conflicts. Anticipate individual meetings with each utility company to resolve the issues.

On projects needing permits (such as from the Office of Central Inspection, the FAA Form 7460-1, Notice of Proposed Construction or Alteration or the Discharge from Construction Activities NPDES General Permit for Storm Water) the Consultant shall assist Airport Engineering staff in preparing the application(s). Airport Engineering staff will make the actual application(s).

5. Final Design: Prepare 100% plans and specifications along with an itemized construction cost estimate. Once there is final approval of the design deliver the original tracings, and a hard copy of the complete specifications to the Airport for printing. Also deliver an e-file (AutoCAD) of the plans and Word files of the specifications. Consultant shall submit documents for plan review, if applicable, in time for the review comments to be incorporated into the bid package.

## PHASE II -- BIDDING PHASE

6. Pre-Bid Meeting: Consultant shall conduct the pre-bid meeting at the Airport. Included with this meeting will be a site tour where the Consultant will attend and explain the project.

7. Bidding Period: Consultant shall be responsible to answer technical questions and develop addenda.
8. Construction Cost Estimate: Provide a final construction cost estimate that will be considered the official Engineer's Opinion of Probable Construction Cost.

### PHASE III -- CONSTRUCTION RELATED SERVICES PHASE

9. Pre-Construction Meeting: Consultant shall conduct the pre-construction conference. Airport staff will provide briefings for such items as airport safety, security, operational and environmental.

10. Construction Period: Consultant shall provide these services:

- Shop drawing reviews.
- Periodic and final pay request reviews.
- Answer technical questions.
- Observe and evaluate testing for acceptance.
- Prepare change orders and independently review contractor provided costs and time changes for appropriateness.
- Site visits and documentation to the extent the Consultant is able to provide a Certificate of Acceptance on the work and provide such after the completion of construction. The Certificate of Acceptance shall be on letterhead, signed and sealed by the project manager.
- On-site weekly project meetings and resolution of technical issues are considered part of this item. Site visits, as a minimum shall occur during critical removal and installation activities.
- Final inspection with a punch list.

11. Post Construction: Consultant shall provide these services:

- Consultant shall ensure the closeout documents are provided by the contractor.
- Within 30 days of substantial completion the Consultant shall prepare record drawings and furnish one set of prints for Owner review. Once the review is complete provide within 15 days one set of reproducible and electronic files of the plans and specifications to the Owner.

- Within 30 days of substantial completion the Consultant shall provide a photocopy of the on-site inspection and observation logs, bound and labeled.
- When applicable, the Consultant shall provide whatever documentation is needed to satisfy the City of Wichita regarding systems tied into the water, sanitary and storm sewer systems.

**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

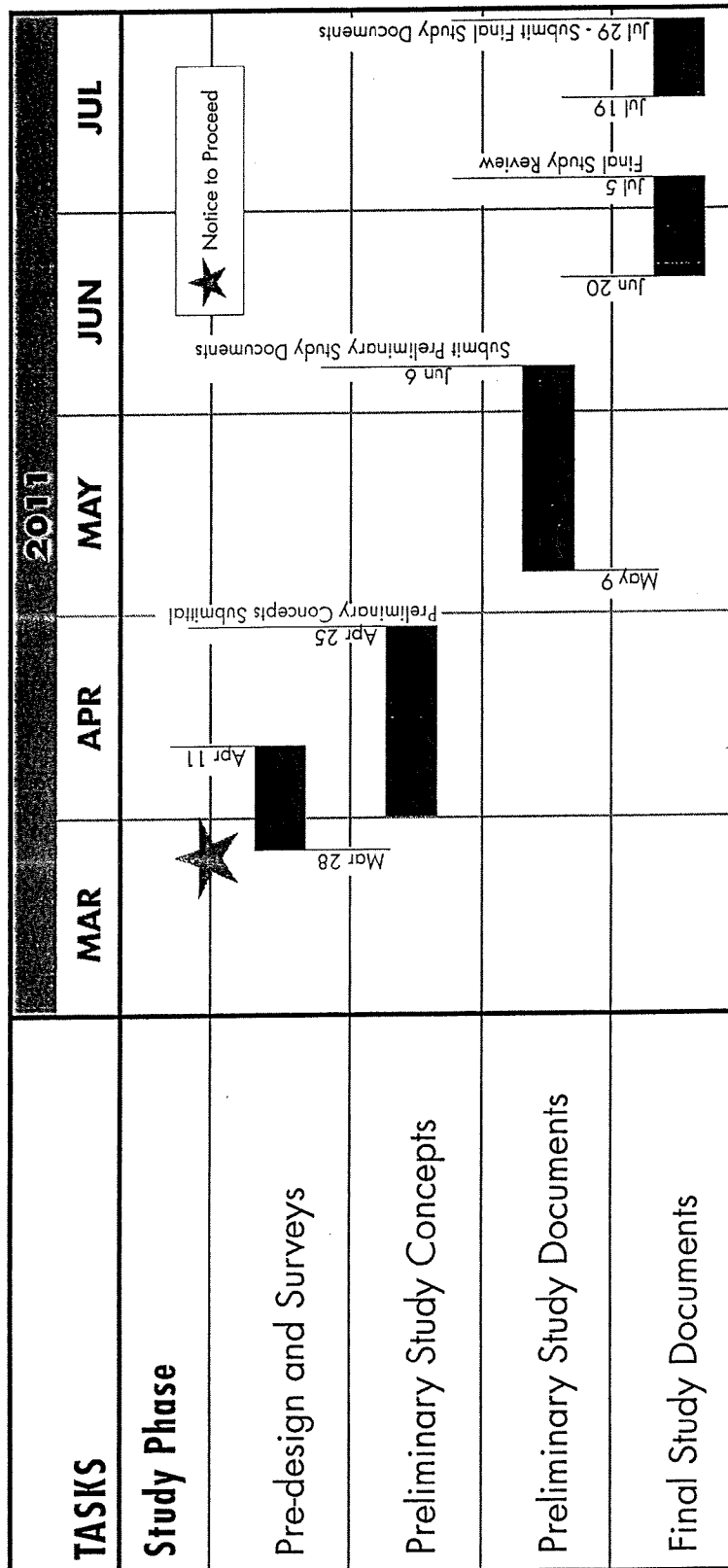
C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency.

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.



## Proposed Hours and Fees

Phase	Staff-hours	Fee
<b>Phase I - Site Development Study</b>		
Field Surveys - Pickup	24	\$1,440
Field Surveys - Lease Line Staking	16	\$960
Site Development Concepts	55	\$3,835
Grading Concept Plans	54	\$3,690
Utility Concept Plans	64	\$4,230
Study Documents/Estimates	50	\$4,020
<b>Total (Not to Exceed)</b>	<b>263</b>	<b>\$18,175</b>

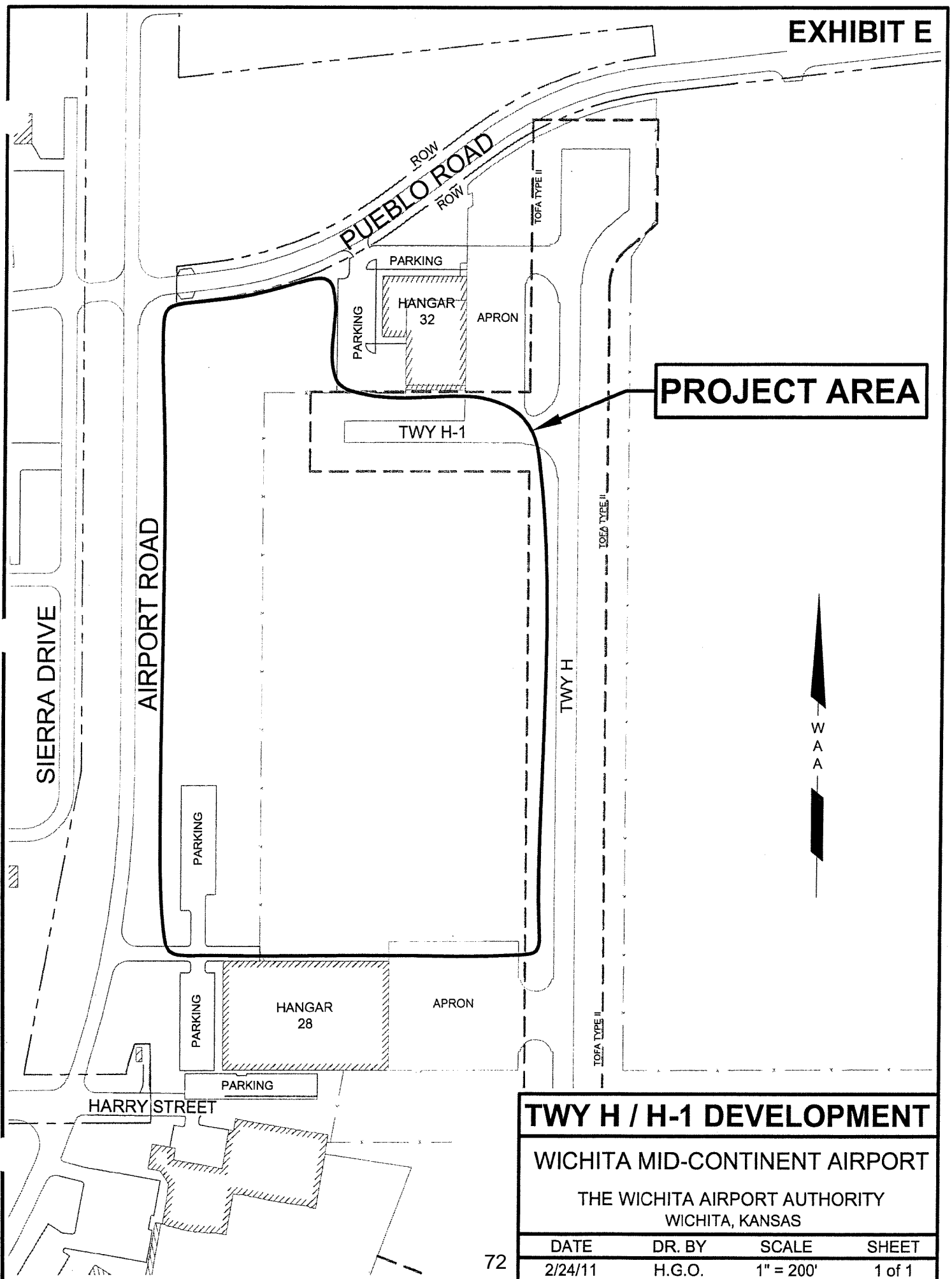
## Wage Rates

PEC proposes to use our Standard Hourly Rates Schedule. The following indicates a sampling of standard hourly rates for the personnel that would work on the project.

Title	Hourly Rate
Principal Engineer (civil/electrical) .....	\$120.00
Project Manager (civil/electrical) .....	\$105.00
Project Engineer (civil/electrical) .....	\$90.00
Design Engineer (civil/electrical) .....	\$65.00
Landscape Architect .....	\$75.00
Land Use Planner .....	\$85.00
Design Technician Supervisor .....	\$80.00
Design Technician .....	\$68.00
Drafter/CADD Operator .....	\$50.00
Land Surveyor .....	\$70.00
Survey Party Chief .....	\$60.00
Instrument Man .....	\$52.00
Computer CADD .....	\$16.00

## Expenses

Truck Mileage .....	\$.60/Mile
Auto Mileage .....	\$.53/Mile
Reproduction/Printing .....	Cost



**PROJECT AREA**

# **TWY H / H-1 DEVELOPMENT**

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
2/24/11	H.G.O.	1" = 200'	1 of 1

RECEIVED

MAR 04 2011

W.A.A.

RECEIVED

MAR 04 2011

AIRPORT ENGINEERING 73

**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL MARCH 22, 2011**

- a. Lincoln Street Bridge & Dam Improvements over Arkansas River (south of Kellogg, east of McLean Blvd) (87N-0361-01/472-84883/715724/249140) See Special Provisions. (District III) - \$15,110,000.00
- b. Westport from the west line of Lot 23, Block F, west to the west line of Kentucky Lane; Kap from the south line of Westport, south to the south line of the plat; Kentucky Lane from the north line of Westport north to the south line of Willoughby; and Willoughby and Willoughby Circle from the west line of the plat, east to and including the cul-de-sac to serve Silverton Addition (north of 13th Street North, west of 135th Street West) (472-84462/766254/490272) Traffic to be maintained during construction using flagpersons and barricades. (District V) - \$532,000.00

City of Wichita  
City Council Meeting  
March 22, 2011

**TO:** Mayor and City Council

**SUBJECT:** Petitions for Street Paving, Sanitary Sewer, Drainage and Water Systems in Stonebridge 2nd Addition (north of 13th, west of 159th Street East) (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

.....

**Recommendation:** Approve the new petitions.

**Background:** On May 1, 2007, and August 28, 2007, the City Council approved petitions to construct street paving, drainage, sanitary sewer and water distribution systems in Stonebridge 2nd Addition. The developer has submitted new petitions to rephrase the construction of infrastructure within the addition to reflect current market conditions. The signature on the petitions represents 100% of the improvement districts.

**Analysis:** The projects will provide paving, drainage, sanitary sewer and water system improvements for a new residential development located north of 13th, west of 159th Street East.

**Financial Considerations:** The existing petitions total \$698,000. The new Petitions total \$1,237,833. The funding source is special assessments.

**Goal Impact:** These projects address the Efficient Infrastructure goal by providing paving, sanitary sewer, drainage, and water system improvements for a new residential development.

**Legal Considerations:** The Law Department has approved the petitions and resolutions as to form.

**Recommendation/Action:** It is recommended that the City Council approve the new petitions, adopt the resolutions, and authorize the necessary signatures.

**Attachments:** Map, CIP sheets, petitions and resolutions.

## RESOLUTION NO. 11-040

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90294 (NORTH OF 13TH, EAST OF 143RD ST. EAST) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90294 (NORTH OF 13TH, EAST OF 143RD ST. EAST) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 07-281 adopted on May 1, 2007 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct Water Distribution System Number 448-90294 (north of 13th, east of 143rd St. East).

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be One Hundred Nine Thousand Dollars (\$109,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after March 1, 2011, exclusive of the costs of temporary financing.

That in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Eighteen Thousand Eight Hundred Thirty-Three Dollars (\$18,833).

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

STONEBRIDGE 2ND ADDITION

Lots 16 through 19, Block A  
Lots 1 through 3, Block B  
Lots 1 through 12, Block C  
Lots 5 through 25, Block D  
Lots 6 through 8, Block E  
Lots 1 through 8, Block F

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 16 through 19, Block A, Lots 1 through 3, Block B, Lots 1 through 12, Block C, Lots 5 through 25, Block D, Lots 6 through 8, Block E, and Lots 1 through 8, Block F, STONEBRIDGE 2ND ADDITION, shall each pay 1/51 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended and K.S.A. 12-693.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 22<sup>nd</sup> day of March, 2011.

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CARL BREWER, MAYOR

ATTEST:

---

KAREN SUBLETT, CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

---

GARY E. REBENSTORF  
DIRECTOR OF LAW

## RESOLUTION NO. 11-041

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 2, MAIN 19, FOUR MILE CREEK SEWER (NORTH OF 13TH, EAST OF 143RD ST. EAST) 468-84147 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 2, MAIN 19, FOUR MILE CREEK SEWER (NORTH OF 13TH, EAST OF 143RD ST. EAST) 468-84147 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That Resolution No. 06-071 adopted on February 14, 2006 and Resolution No. 07-285 adopted on May 1, 2007, are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct Lateral 2, Main 19, Four Mile Creek Sewer (north of 13th, east of 143rd St. East) 468-84147.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for hereof is estimated to be Two Hundred Twelve Thousand Dollars (\$212,000), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after March 1, 2011 exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

STONEBRIDGE 2ND ADDITION

Lots 5 through 25, Block D

Lots 1 through 8, Block F

Lots 1 through 16, Block C

SECTION 5. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 16, Block C, Lots 5 through 25, Block D, and Lots 1 through 8, Block F, STONEBRIDGE 2ND ADDITION, shall each pay 1/45 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended and K.S.A. 12-693.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 22<sup>nd</sup> day of March, 2011.

---

CARL BREWER, MAYOR

ATTEST:

---

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

---

GARY E. REBENSTORF  
DIRECTOR OF LAW

## RESOLUTION NO. 11-042

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER DRAIN NO. 371 (NORTH OF 13TH, EAST OF 143RD ST. EAST) 468-84734 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER DRAIN NO. 371 (NORTH OF 13TH, EAST OF 143RD ST. EAST) 468-84734 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Storm Water Drain No. 371 (north of 13th, east of 143rd St. East) 468-84734.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Three Hundred Nine Thousand Dollars (\$309,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after March 1, 2011, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

STONEBRIDGE 2ND ADDITION

Lots 16 through 19, Block A  
Lots 1 through 23, Block B  
Lots 1 through 30, Block C  
Lots 5 through 25, Block D  
Lots 6 through 8, Block E  
Lots 1 through 8, Block F

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 16 through 19, Block A, Lots 1 through 23, Block B, Lots 1 through 30, Block C, Lots 5 through 25, Block D, Lots 6 through 8, Block E, and Lots 1 through 8, Block F, STONEBRIDGE 2ND ADDITION shall each pay 1/89 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said

improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested

thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 22<sup>nd</sup> day of March, 2011.

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CARL BREWER, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

---

GARY E. REBENSTORF  
DIRECTOR OF LAW

First Published in the Wichita Eagle on March 25, 2011

RESOLUTION NO. 11-043

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON GRAYSTONE FROM THE NORTH LINE OF LOT 3, BLOCK B, SOUTH TO THE NORTH LINE OF LOT 4, BLOCK D; ON SUNDANCE FROM THE WEST LINE OF THE PLAT EAST TO THE WEST LINE OF GRAYSTONE; ON SUNDANCE FORM THE EAST LINE OF GRAYSTONE, EAST TO THE WEST LINE OF TERHUNE; ON TERHUNE FROM THE NORTH LINE OF LOT 1, BLOCK F, SOUTH TO THE NORTH LINE OF LOT 9, BLOCK F; AND ON RIDGEHURST FROM THE WEST LINE OF TERHUNE, WEST AND SOUTH TO THE NORTH LINE OF LOT 5, BLOCK E AND THAT SIDEWALK BE CONSTRUCTED ON ONE SIDE OF GRAYSTONE, SUNDANCE, TERHUNE AND RIDGEHURST (NORTH OF 13TH, WEST OF 159TH ST. EAST) 472-84592 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON GRAYSTONE FROM THE NORTH LINE OF LOT 3, BLOCK B, SOUTH TO THE NORTH LINE OF LOT 4, BLOCK D; ON SUNDANCE FROM THE WEST LINE OF THE PLAT EAST TO THE WEST LINE OF GRAYSTONE; ON SUNDANCE FORM THE EAST LINE OF GRAYSTONE, EAST TO THE WEST LINE OF TERHUNE; ON TERHUNE FROM THE NORTH LINE OF LOT 1, BLOCK F, SOUTH TO THE NORTH LINE OF LOT 9, BLOCK F; AND ON RIDGEHURST FROM THE WEST LINE OF TERHUNE, WEST AND SOUTH TO THE NORTH LINE OF LOT 5, BLOCK E AND THAT SIDEWALK BE CONSTRUCTED ON ONE SIDE OF GRAYSTONE, SUNDANCE, TERHUNE AND RIDGEHURST (NORTH OF 13TH, WEST OF 159TH ST. EAST) 472-84592 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 07-489 adopted on August 28, 2007 is hereby rescinded

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on Graystone from the north line of Lot 3, Block B, south to the north line of Lot 4, Block D; on Sundance from the west line of the plat east to the west line of Graystone; on Sundance form the east line of Graystone, east to the west line of Terhune; on Terhune from the north line of Lot 1, Block F, south to the north line of Lot 9, Block F; and on Ridgehurst from the west line of Terhune, west and south to the north line of Lot 5, Block E and that sidewalk be constructed on one side of Graystone, Sundance, Terhune and Ridgehurst (north of 13th, west of 159th St. East) 472-84592.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to Five Hundred Eighty-Nine Thousand Dollars (\$589,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after March 1, 2011 exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

STONEBRIDGE 2ND ADDITION

Lots 16 through 19, Block A  
Lots 1 through 3, Block B  
Lots 1 through 12, Block C  
Lots 5 through 25, Block D  
Lots 6 through 8, Block E  
Lots 1 through 8, Block F

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 16 through 19, Block A, Lots 1 through 3, Block B, Lots 1 through 12, Block C, Lots 5 through 25, Block D, Lots 6 through 8, Block E, Lots 1 through 8, Block F, STONEBRIDGE 2ND ADDITION, shall each pay 1/51 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 22<sup>nd</sup> day of March, 2011.

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CARL BREWER, MAYOR

ATTEST:

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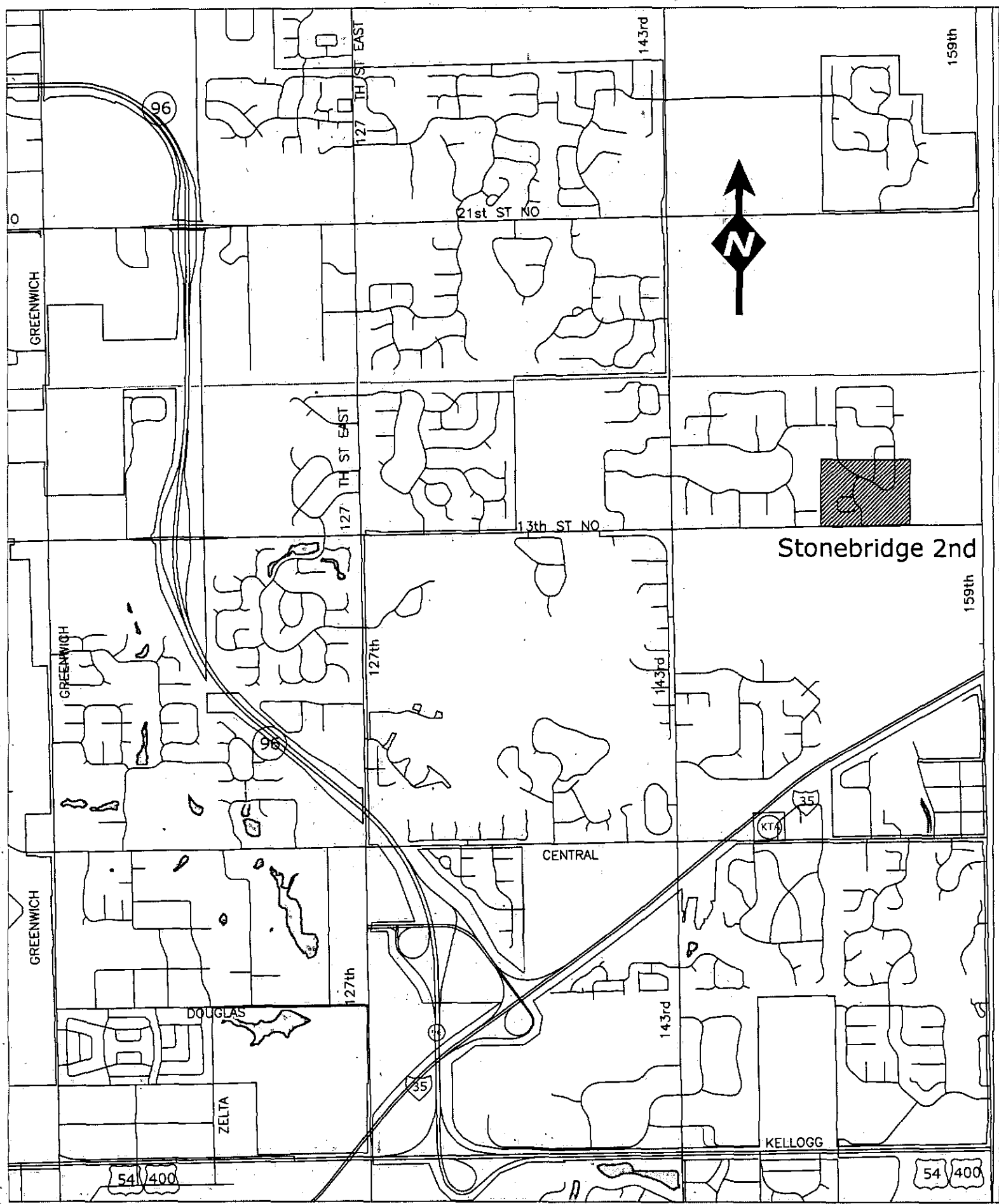
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

---

GARY E. REBENSTORF  
DIRECTOR OF LAW



## CAPITAL IMPROVEMENT

## PROJECT AUTHORIZATION

## CITY OF WICHITA

USE:

To Initiate Project

To Revise Project

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

X

1. Initiating Department Public Works & Utilities	2. Initiating Division Eng & Arch	3. Date 3/2/2011	4. Project Description & Location Pave Graystone in Stonebridge 2nd Addition	
5. CIP Project Number NL-200424	6. Accounting Number	7. CIP Project Date (Year) 2011	8. Approved by WCC Date	
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised	
As Required				
12. Project Cost Estimate				
ITEM	GO	SA	TIF	TOTAL
Right of Way				
Paving, grading & const.		\$589,000		\$589,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals & Turn Lanes				
Totals		\$589,000		\$589,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the Petition and Adopt the Resolution				

12A.

Platting Required	Yes	No
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

472-84592

Division Head

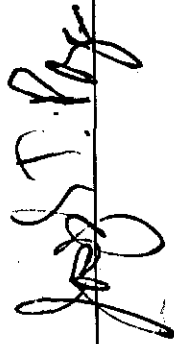
Department Head

Budget Officer

City Manager

Date

Date



## CAPITAL IMPROVEMENT

## PROJECT AUTHORIZATION

## CITY OF WICHITA

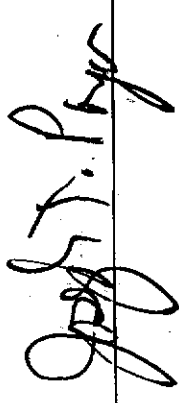
USE:

To Initiate Project

To Revise Project

	X
--	---

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works & Utilities		2. Initiating Division Eng & Arch		3. Date 3/2/2011	4. Project Description & Location Sanitary Sewer in Stonebridge 2nd Addition	
5. CIP Project Number NI-200424		6. Accounting Number		7. CIP Project Date (Year) 2011		8. Approved by WCC Date
9. Estimated Start Date		10. Estimated Completion Date		11. Project Revised		
As Required		As Required		12A.		
12. Project Cost Estimate						
ITEM	GO	SA	OTHER *	TOTAL	Yes	No
Right of Way						
Paving, grading & const.						
Bridge & Culverts					X	
Drainage						
Sanitary Sewer		\$212,000		\$212,000		
Sidewalk						
Water						
Other						
Totals		\$212,000		\$212,000		
Total CIP Amount Budgeted						
Total Prelim. Estimate						
13. Recommendation: Approve the Petition and Adopt the Resolution						
Division Head		Department Head		Budget Officer		City Manager
						
						Date

Remarks:

100% Petition

\* Sanitary Sewer Utility

Lateral 2, Main 19, FMC

468-84147





RECEIVED

FEB 17 '11

**PAVING PETITION**

(PHASE 2)

CITY CLERK OFFICE

472-84592

REVISED

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

**STONEBRIDGE 2<sup>ND</sup> ADDITION**

Lots 16 through 19, Block A

Lots 1 through 3, Block B

Lots 1 through 12, Block C

Lots 5 through 25, Block D

Lots 6 through 8, Block E

Lots 1 through 8, Block F

472-84592

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed pavement on Graystone from the north line of Lot 3, Block B, south to the north line of Lot 4, Block D; on Sundance from the west line of the plat east to the west line of Graystone; on Sundance from the east line of Graystone, east to the west line of Terhune; on Terhune from the north line of Lot 1, Block F, south to the north line of Lot 9, Block F; and on Ridgehurst from the west line of Terhune, west and south to the north line of Lot 5, Block E.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

That sidewalk be constructed on one side of Graystone, Sundance, Terhune and Ridgehurst, according to plans and specifications to be furnished by the City Engineer.

- (b) That the estimated and probable cost of the foregoing improvement being Five Hundred Eighty-Nine Thousand Dollars (\$589,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and

construction of the project, and also may be increased at the pro rata of 1 percent per month from and after March 1, 2011.

- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 16 through 19, Block A, Lots 1 through 3, Block B, Lots 1 through 12, Block C, Lots 5 through 25, Block D, Lots 6 through 8, Block E, and Lots 1 through 8, Block F, STONEBRIDGE 2<sup>ND</sup> ADDITION, shall each pay 1/51 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

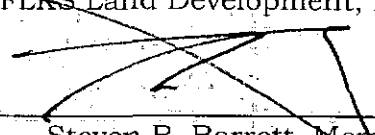
2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

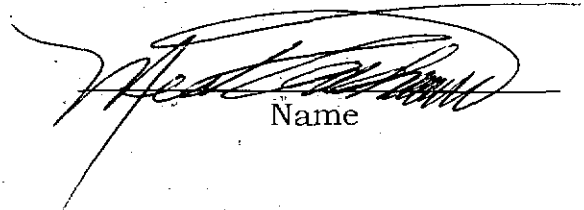
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b>STONEBRIDGE 2<sup>ND</sup> ADDITION</b> Lots 16 through 19, Block A Lots 1 through 3, Block B Lots 1 through 12, Block C Lots 5 through 25, Block D Lots 6 through 8, Block E Lots 1 through 8, Block F	<del>FLKS Land Development, LLC</del> By:  Steven R. Barrett, Member	2/16/11

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

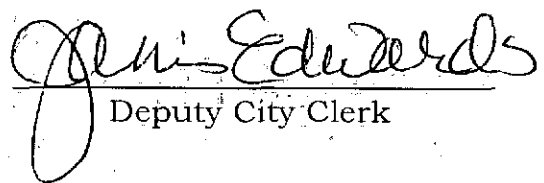
  
Name

Baughman Company, P.A.  
315 Ellis, Wichita, KS 67211  
Address

262-7271  
Telephone No.

Sworn to and subscribed before me this 17 day of February  
2011.



  
Deputy City Clerk

RECEIVED

FEB 17 '11

**SANITARY SEWER PETITION**  
(PHASE 2)

CITY CLERK OFFICE

REVISED

FMC

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lateral 2,  
Main 19, FMC

**STONEBRIDGE 2<sup>ND</sup> ADDITION**

Lots 5 through 25, Block D  
Lots 1 through 8, Block F  
Lots 1 through 16, Block C

468-84147

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the improvements is Two Hundred Twelve Thousand Dollars (\$212,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of one percent per month from and after March 1, 2011.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvements for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvements for which the improvement district is liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 16, Block C, Lots 5 through 25, Block D, and Lots 1 through 8, Block F, STONEBRIDGE 2ND ADDITION shall pay each pay 1/45 of the total cost of the improvements.

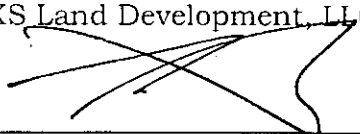
In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

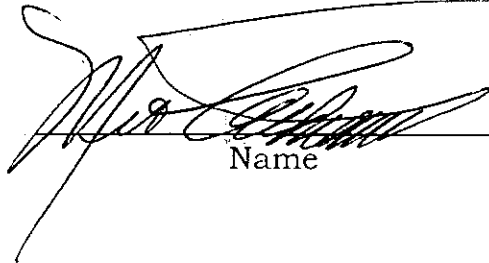
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b><u>STONEBRIDGE 2<sup>ND</sup> ADDITION</u></b> Lots 1 through 16, Block C Lots 5 through 25, Block D Lots 1 through 8, Block F	FLKS Land Development, LLC  By: _____ Steven R. Barrett, Member	2/16/11

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

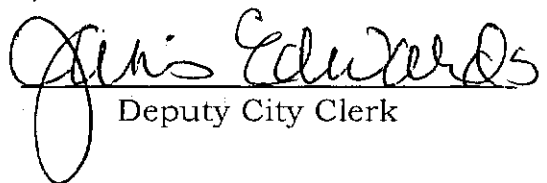
  
Name

Baughman Company, P.A.  
315 Ellis, Wichita, KS 67211  
Address

262-7271  
Telephone No.

Sworn to and subscribed before me this 17 day of February  
2011.



  
Deputy City Clerk

4  
RECEIVED

FEB 17 '11

**STORM WATER DRAIN PETITION**  
(PHASE 2)

CITY CLERK OFFICE

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

SWD 371  
468-84734

**STONEBRIDGE 2<sup>ND</sup> ADDITION**

Lots 16 through 19, Block A  
Lots 1 through 23, Block B  
Lots 1 through 30, Block C  
Lots 5 through 25, Block D  
Lots 6 through 8, Block E  
Lots 1 through 8, Block F

(North of 13th,  
East of  
143rd St. East)

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- (a) That there be constructed a storm water drainage system to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the improvements is Three Hundred Nine Thousand Dollars (\$309,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of one percent per month from and after March 1, 2011.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvements for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs

associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvements for which the improvement district is liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 16 through 19, Block A, Lots 1 through 23, Block B, Lots 1 through 30, Block C, Lots 5 through 25, Block D, Lots 6 through 8, Block E, and Lots 1 through 8, Block F, STONEBRIDGE 2<sup>ND</sup> ADDITION shall pay each pay 1/89 of the total cost of the improvements.


In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

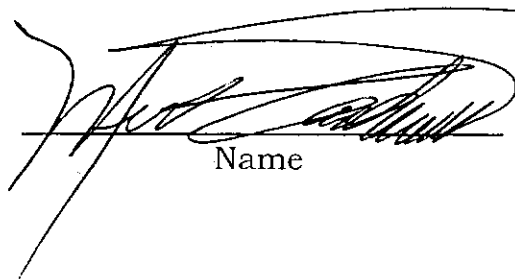
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b><u>STONEBRIDGE 2<sup>ND</sup> ADDITION</u></b> Lots 16 through 19, Block A Lots 1 through 23, Block B Lots 1 through 30, Block C Lots 5 through 25, Block D Lots 6 through 8, Block E Lots 1 through 8, Block F	FLKS Land Development, LLC  By: _____ Steven R. Barrett, Member	2/16/11

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

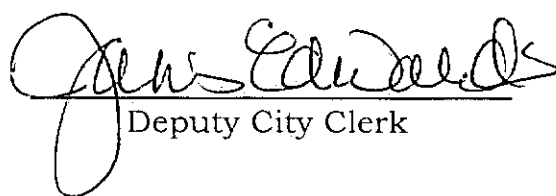
  
Name

Baughman Company, P.A.  
315 Ellis, Wichita, KS 67211  
Address

262-7271  
Telephone No.

Sworn to and subscribed before me this 17 day of February  
2011.



  
Deputy City Clerk

**WATER DISTRIBUTION SYSTEM PETITION**  
(PHASE 2)

448-90294

**REVISED**

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

**STONEBRIDGE 2<sup>ND</sup> ADDITION**

Lots 16 through 19, Block A  
Lots 1 through 3, Block B  
Lots 1 through 12, Block C  
Lots 5 through 25, Block D  
Lots 6 through 8, Block E  
Lots 1 through 8, Block F

448-90294

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas, said system to connect to an existing water main.
- (b) That the estimated and probable cost of the foregoing improvements being One Hundred Nine Thousand Dollars (\$109,000), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after March 1, 2011.
- (c) That in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Eighteen Thousand Eight Hundred Thirty-Three Dollars (\$18,833.00).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable, plus the benefit fee.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement

under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of the improvement or which the improvement district shall be liable, plus the benefit fee, shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 16 through 19, Block A, Lots 1 through 3, Block B, Lots 1 through 12, Block C, Lots 5 through 25, Block D, Lots 6 through 8, Block E, and Lots 1 through 8, Block F, STONEBRIDGE 2<sup>ND</sup> ADDITION, shall each pay 1/51 of the total cost of the improvements.


In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

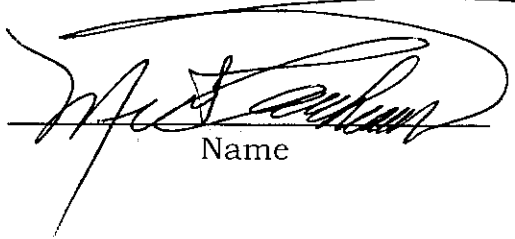
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b>STONEBRIDGE 2<sup>ND</sup> ADDITION</b> Lots 16 through 19, Block A Lots 1 through 3, Block B Lots 1 through 12, Block C Lots 5 through 25, Block D Lots 6 through 8, Block E Lots 1 through 8, Block F	<del>FLKS Land Development, LLC</del>  By: _____ Steven R. Barrett, Member	2/16/11

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

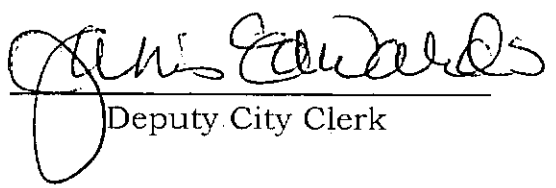
  
Name

Baughman Company, P.A.  
315 Ellis, Wichita, KS 67211  
Address

262-7271  
Telephone No.

Sworn to and subscribed before me this 17 day of February  
2011.



  
Deputy City Clerk

City of Wichita  
City Council Meeting  
March 22, 2011

**TO:** Mayor and City Council

**SUBJECT:** Street Closures: Streets crossing the BNSF Railway (District VI)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the street closures.

**Background:** The Burlington Northern Santa Fe Railway (BNSF) has begun a track undercutting program in the Wichita area and is requesting short-term street closures at some crossing locations in north Wichita. The railroad has scheduled the reconstruction of the crossings on 21<sup>st</sup> Street, just east of Broadway, to occur in conjunction with the undercutting operation. This work will require the closure of 21<sup>st</sup> Street between Broadway and Topeka during the week of March 28 through April 3. The railroad is requesting a one-day street closure at other locations between 21<sup>st</sup> and 37<sup>th</sup> Street North. During the street closure at 21<sup>st</sup> Street, the railroad will remove the existing crossing material, install new rail panels (ties and rail), adjust the rail elevation and alignment, and install new crossing material in the two main line crossings.

**Analysis:** Since the work at the 21<sup>st</sup> Street crossing is part of the street improvement project, the City will be responsible for the placement of the required detour, construction signs, and barricades at this location. During the closure of this block of 21<sup>st</sup> Street, traffic will be detoured using Broadway, 20<sup>th</sup> Street, and Topeka. The railroad will be responsible for the temporary, part-day closures as necessary at crossings between 21<sup>st</sup> and 37<sup>th</sup> Street North. This undercutting program is expected to be completed by April 8, 2011.

**Financial Considerations:** There is no cost to the City.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by maintaining safe and dependable transportation systems.

**Legal Considerations:** None.

**Recommendation/Action:** It is recommended that the City Council approve the street closures.

**Attachments:** Map.

CITY OF  
WICHITA  
2011

LOCATION



City of Wichita  
City Council Meeting  
March 22, 2011

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Intrust Bank Arena (Kenny Chesney)  
(District I)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

---

**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure, the event promoter, Tenille Matzek, Intrust Bank Arena Event Coordinator is coordinating with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure requests have been submitted:

**Kenny Chesney April 13, 2011 7:00 am – April 14, 2011 2:00 am**

§ William Street, St. Francis Street to Commerce Street.

§ Waterman Street, St. Francis Street to Emporia Street – West bound lane.

The event promoter will arrange to remove the blockades as necessary to allow emergency vehicle access during the entire designated time period. The blockades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with special event.

**Goal Impact:** Enhance the Quality of Life for citizens through special events and activities.

**Legal Consideration:** None.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita  
City Council Meeting  
March 22, 2011

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Intrust Bank Arena (James Taylor)  
(District I)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

---

**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure, the event promoter, Tenille Matzek, Intrust Bank Arena Event Coordinator is coordinating with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure requests have been submitted:

**James Taylor April 30, 2011 7:00 am – May 1, 2011 2:00 am**

§ William Street, St. Francis Street to Commerce Street.

§ Waterman Street, St. Francis Street to Emporia Street – West bound lane.

The event promoter will arrange to remove the blockades as necessary to allow emergency vehicle access during the entire designated time period. The blockades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with special event.

**Goal Impact:** Enhance the Quality of Life for citizens through special events and activities.

**Legal Consideration:** None.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita  
City Council Meeting  
March 22, 2011

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Wichita Half Marathon  
(District IV)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

---

**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure, the event promoter Clark Enszt, Athletics Wichita, Inc. is coordinating with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Wichita Half Marathon May 1, 2011 6:00 am – 12:00 pm**

- § Nims Street, Stackman Drive to Murdock Street.
- § Stackman Drive, Nims Street to Murdock Street.
- § Nims Street, Murdock Street to North River Boulevard.
- § North River Boulevard, Nims Street to Faulkner Street.
- § Faulkner Street, North River Boulevard to Stackman Drive.
- § Sim Park Drive, Stackman Drive to cutoff west of Old Cowtown Museum.

The event promoter will arrange to remove the blockades as necessary to allow Sim Park staff and emergency vehicle access during entire designated time period. The blockades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with the special event.

**Goal Impact:** Enhance the Quality of Life for citizens through special events and activities.

**Legal Consideration:** None.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita  
City Council Meeting  
March 22, 2011

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Agreement No. 6 - 2010 ASR Accounting Model (All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendations:** Approve Supplemental Agreement No. 6.

**Background:** On August 8, 2005, the Division of Water Resources approved the water appropriations for the Equus Beds Aquifer Storage and Recovery (ASR) Project. Those appropriations included a number of conditions, including an Annual Accounting Model Report and an Annual Report.

**Analysis:** The Equus Beds ASR project is the first of its kind in Kansas, and one of the conditions placed on the project by the Chief Engineer of the Division of Water Resources (DWR) was the use of a hydrologic computer model to determine the amount of recharge credits available for appropriation. This model was developed by Burns and McDonnell Engineering to show all of the water uses in the project area, and account for all of the components necessary for DWR to allocate water appropriations for the ASR project. The DWR requires that the model be run and a report submitted by June 1<sup>st</sup> of each calendar year. This year will be the fifth year that the model has been run and reports submitted. At this time, Burns and McDonnell is the only resource available to perform this task. Beginning in 2012, a new United States Geological Survey model of the Equus Beds Wellfield will be available and a Request for Proposals will be initiated for future reports.

**Financial Considerations:** The cost to run the model and prepare the reports will not exceed \$78,368. Funding for this effort is included in Capital Improvement Program, ASR Recharge Wells.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing reliable, compliant and secure utilities and will help assure that adequate water supplies are available for future customers.

**Legal Considerations:** The Law Department has approved the supplemental agreement as to form.

**Recommendation/Actions:** It is recommended that the City Council approve Supplemental Agreement No. 6 and authorize the necessary signatures.

**Attachments:** Supplemental Agreement No. 6 and Exhibit B

TO THE  
AGREEMENT FOR PROFESSIONAL DESIGN SERVICES  
BETWEEN  
THE CITY OF WICHITA, KANSAS HEREINAFTER CALLED "CITY"

AND

BURNS AND McDONNELL ENGINEERING COMPANY, INC. HEREINAFTER CALLED  
"DESIGNER"

FOR

2010 ACCOUNTING MODEL AND REPORT AS PART OF THE ASR PROGRAM-ASSOCIATED  
WITH THE INTEGRATED LOCAL WATER SUPPLY PLAN IMPLEMENTATION

WITNESSETH:

WHEREAS, there now exists an agreement between the two parties covering preliminary design, final design and bidding services for the recharge wells to be provided by the DESIGNER in conjunction with the implementation of the Integrated Local Water Supply Plan.

WHEREAS, Paragraph IV.C. of the above referenced Agreement provides that additional services not covered by the original scope of the agreement and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the DESIGNER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. **PROJECT DESCRIPTION**

DESIGNER shall perform professional engineering services for the 2010 ASR Accounting Model Report as described in Exhibit A. The estimated budget for these services is summarized in Exhibit B.

B. **PAYMENT PROVISIONS**

Payment to the DESIGNER for the performance of the services described by this supplemental agreement shall be in accordance with Section VI of the original Agreement, and shall not exceed seventy-eight thousand three hundred sixty-eight dollars and zero cents (\$78,368).

C. **PROJECT SCHEDULE**

The draft 2010 Accounting System Model report will be delivered to Kansas Division of Water Resources (KDWR) by August 1, 2011.

D. **PROVISIONS OF THE ORIGINAL AGREEMENT**

The parties hereunto mutually agree that all provisions and requirements of the existing Agreement, not specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the DESIGNER have executed this Supplemental Agreement No. 6 as of this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2011.

CITY OF WICHITA

By: \_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

By: \_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Gary Rebenstorf, Director of Law

Burns & McDonnell Engineering Company, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF SERVICES 2010 ACCOUNTING MODEL & ANNUAL REPORT**

#### **2010 ACCOUNTING SYSTEM MODEL & ANNUAL REPORT**

**Objective**-The accounting system model determines available water in each Equus Beds Well Field (EBWF) Index Cell due to the City's recharge activities. Based on the results of the modeling and evaluation, an Accounting Report is prepared and delivered to Kansas Department of Water Resources (DWR). Kansas DWR uses this report to approve the allocation of recharge credits to the associated EBWF Index Cells.

#### **SCOPE OF WORK**

**Task 1**-Update the current accounting model with 2010 data provided by Kansas DWR, Public Works and Utilities pump data, USGS streamflow data, and precipitation data.

**Task 2**-Import and calibrate the accounting model to the 2010 index well data.

**Task 3**-Run accounting model for two scenarios, one with recharge and one without recharge.

**Task 4**-Analyze the model data and calculate the water budgets from the model runs.

**Task 5**-Prepare the 2010 Accounting & Annual Report for CITY and Program Management review and comment. Upon receipt of comments, finalize and distribute to Kansas DWR for review and approval.

**Task 6**-Prepare presentation material and present Accounting & Annual Report to GMD2 Board.

**Task 7**-Perform project management tasks including monthly updates and invoice supplements to Program Manager, CITY, and quality control for the model and report.

#### **CITY Inputs:**

1. Well Field Data
2. Report Comments

#### **Activities:**

1. Modeling
2. Report Generation
3. Project Management

#### **Deliverables:**

1. Six (6) copies of the Report including text, tables, figures and appendices

Exhibit B -

2010 Accounting Model &  
Annual Report Cost Estimate  
City of Wichita, Kansas

Activity		Total Labor-Hours												Total Costs		
Task No.	Description	17 Prim II	18 Prim I	15 Assoc II	14 Assoc I	13 Senior II	12 Senior I	11 Staff II	10 Staff I	9 Asst. III	8 Asst. II	7 Asst. I	Hours Subtotal	B&M Co Labor Cost	Distributed Expense Cost	Total Task Cost
2010 Accounting Model & Annual Report																
1	Update Accounting Model with 2010 Data															
	a) Evaluate, manipulate & import 2010 DWR pumping data					24							24	\$ 3,984	\$ 239	\$ 4,223
	b) Evaluate, manipulate & import 2010 City of Wichita pumping & recharge data					8							8	\$ 1,328	\$ 80	\$ 1,408
	c) Evaluate, manipulate & import 2010 USGS streamflow data					4							4	\$ 564	\$ 40	\$ 704
	d) Evaluate, manipulate & import 2010 precipitation data					4							4	\$ 564	\$ 40	\$ 704
2 Calibrate 2010 Accounting Model																
	a) Evaluate, manipulate & import 2010 Index Well data for calibration					8							8	\$ 1,328	\$ 80	\$ 1,408
	b) Complete complete multiple model runs to calibrate to 2010 data				4	40							44	\$ 7,356	\$ 438	\$ 7,794
3 Run 2010 Accounting Model																
	a) Set up, run, export index cell data, & evaluate model with 2010 recharge				2	8							10	\$ 1,686	\$ 100	\$ 1,786
	b) Set up, run, export index cell data, & evaluate model without 2010 recharge				2	8							10	\$ 1,686	\$ 100	\$ 1,786
4 Analyze model data																
	a) Import & calculate water budget from model runs					12							12	\$ 1,892	\$ 119	\$ 2,111
	b) Complete & evaluate Index Cell inflow & outflow calculations					24							24	\$ 3,984	\$ 239	\$ 4,223
	c) Translate water budget data to Index Cell spreadsheet					4							4	\$ 564	\$ 40	\$ 704
	d) Evaluate Index cell flows for recharge credit allowances					24							30	\$ 5,112	\$ 298	\$ 5,411
	e) Calculate recharge credits & generate spreadsheet results					8							14	\$ 2,456	\$ 139	\$ 2,595
5 Prepare 2010 Accounting Model & Annual Report for City review																
	a) Generate figures					36				12			48	\$ 7,380	\$ 478	\$ 7,858
	b) Generate text					36						4	40	\$ 6,280	\$ 398	\$ 6,678
	c) Collate supporting appendix data					16						4	20	\$ 2,960	\$ 199	\$ 3,159
	d) Publish and submit Final 2010 Accounting Report					24						4	32	\$ 5,040	\$ 1,914	\$ 6,954
6 Meetings to review model updates and results																
	a) Meet with DWR, City, GMD					20							40	\$ 7,080	\$ 848	\$ 7,928
7 Project Management and QA/QC																
						12							62	\$ 10,320	\$ 617	\$ 10,937
	Total - 2010 Accounting Model Report	0	0	48	20	338	0	0	0	20	0	12	438	\$ 71,964	\$ 6,404	\$ 78,368
	Total - Maximum Not-to-Exceed	0	0	48	20	338	0	0	0	20	0	12	438	\$ 71,964	\$ 6,404	\$ 78,368

City of Wichita  
City Council Meeting  
March 22, 2011

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Agreement for Design Services for the Arkansas River Bike Path  
(between Galena and George Washington Boulevard) (District III)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

-----

**Recommendation:** Approve the supplemental agreement.

**Background:** On December 13, 2005, the City entered into an agreement with K.E. Miller Engineering, P.A. to design the Arkansas River Bike Path, between Galena and George Washington Boulevard. The fee was \$143,900.

**Analysis:** Plan modifications are required due to the inability to acquire an easement from Spirit, east of K-15. After eight months of investigation and discussions with Spirit, Property Management and Legal staff determined that acquiring the needed right-of-way would not be possible, due to underlying ownership issues. Accordingly, approximately ¼ mile of the bike path will need to be redesigned as an on-street path.

Changes are also needed to accommodate the Park Department plan through Chapin Park, which was initiated after project design began. Rerouting of the path is necessary at several locations in the Park.

The Kansas Department of Transportation requested additional geotechnical work during final plan review, which is not typical of this type project. And finally, the route designed along the north side of MacArthur was moved to the south side to better accommodate pedestrian access from all directions and to provide a connection to a future path to Derby.

A Supplemental Agreement has been prepared to authorize the additional design services.

**Financial Considerations:** The fee for the supplemental agreement is \$49,147. K.E. Miller's total fee will be \$193,047. The funding source is General Obligations Bonds.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by constructing a multi-use path for bike riders and pedestrians.

**Legal Considerations:** The supplemental agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the supplemental agreement and authorize the necessary signatures.

**Attachments:** Supplemental agreement.

SUPPLEMENTAL AGREEMENT  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED DECEMBER 13, 2005  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
K.E. MILLER ENGINEERING, P.A.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated December 13, 2005) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the **ARKANSAS RIVER/GYPSUM CREEK BIKE PATH CONNECTION** (Project No. 472 84319).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**Additional Scope of Services  
(see Exhibit "C")**

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by **\$49,147.00**.

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

K.E. MILLER ENGINEERING, P.A.

\_\_\_\_\_  
(Name and Title)

ATTEST:

\_\_\_\_\_



October 5, 2010

Gary Janzen, P.E.  
Chief Design Engineer, City of Wichita  
455 N. Main, 7<sup>th</sup> Floor  
Wichita KS 67202

Re: Arkansas River Bike Path from Garvey Park to Plainview Park  
City of Wichita # 472-84319, OCA#706900

Dear Mr. Janzen,

We started working on the Arkansas River Bike Path in 2005. We have worked on and off for about the last five years on this project. There was continual stopping and starting due to agency reviews and city project priorities. The alignment was significantly revised and major revisions were made to the plans where the bike path went through Chapin Park, where it travels along K-15, and along Turnpike Drive next to Spirit. When the City was unable to obtain the necessary easement along the Arkansas River from Chapin Park to MacArthur, the alignment was revised to cross MacArthur from Chapin Park and extend along the south side of MacArthur to the Arkansas River. In addition, KDOT required a global stability analysis under the I-135 bridge and the Division of Water Resources required review fees for work within the Arkansas River floodplain. The changes in the alignment, the continual starting and stopping of the project, and the extended period of time the project has taken from start to finish, and the fees for the global stability analysis and KDWR have caused us to exceed our original contract fee.

Because of the scope change and significant revisions to the alignment, we are requesting a supplemental agreement to the original contract in the amount of \$ 49,147. Thank you for your attention to this matter. Please call if you would like to discuss.

Sincerely,

K.E. Miller Engineering P.A.

Kirk Miller, P.E.  
President

516 S MARKET  
WICHITA, KS 67202

(316) 264-0242  
FAX 264-0927  
www.kemiller.com

MANHOUR AND FEE ESTIMATE				
Arkansas River Bike path				
COW # 472-84319 OCA # 706900				
October 5, 2010				
	Hours		Rate	Total
<b>K-15 Realignment</b>				
Engineering Tech	12		\$ 55.00	\$ 660.00
Intern Engineer	18		\$ 75.00	\$ 1,350.00
Project Manager	6		\$ 120.00	\$ 720.00
Survey Crew	10		\$ 110.00	\$ 1,100.00
Sub Total				\$ 3,830.00
<b>Turnpike Drive Realignment</b>				
<b>Main Line</b>				
Engineering Tech	16		\$ 55.00	\$ 880.00
Intern Engineer	51		\$ 75.00	\$ 3,825.00
Project Manager	6		\$ 120.00	\$ 720.00
Survey Crew	12		\$ 110.00	\$ 1,320.00
Sub Total				\$ 6,745.00
<b>Chapin Park Realignment</b>				
Engineering Tech	30		\$ 55.00	\$ 1,650.00
Intern Engineer	197		\$ 75.00	\$ 14,775.00
Project Manager	10		\$ 120.00	\$ 1,200.00
Survey Crew	14		\$ 110.00	\$ 1,540.00
Sub Total				\$ 19,165.00
<b>Other Expenses</b>				
Terracon (global stability)	1		\$ 6,922.00	\$ 6,922.00
KDWR fees	2		\$ 500.00	\$ 1,000.00
Sub Total				\$ 7,922.00
<b>MacArthur Street Realignment</b>				
Engineering Tech	44		\$ 55.00	\$ 2,420.00
Intern Engineer	89		\$ 75.00	\$ 6,675.00
Project Manager	8		\$ 120.00	\$ 960.00
Survey Crew	13		\$ 110.00	\$ 1,430.00
Sub Total				\$ 11,485.00
Additional fee request				\$ 49,147.00

City of Wichita  
City Council Meeting  
March 22, 2011

**TO:** Mayor and City Council Members

**SUBJECT:** Kellogg and 159<sup>th</sup> Street East Interchange Agreements (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the agreements.

**Background:** On December 4, 2007, the City Council approved a project to begin the design of the Kellogg Freeway, between 127<sup>th</sup> Street East and 159<sup>th</sup> Street East. The Kansas Department of Transportation (KDOT) has proposed an interim improvement at the Kellogg and 159<sup>th</sup> Street East intersection. KDOT will be responsible for funding and administration of construction of turn-lane and traffic signal improvements. The City of Wichita will be responsible for funding and administering right-of-way acquisition and design of the project. The City of Andover has agreed to fund 50% of the design for the intersection improvements, which are on the Sedgwick-Butler County line. Agreements with KDOT and Andover have been prepared to establish a framework for the funding and administration of the project.

**Analysis:** The project is part of an interim step in the ongoing effort to upgrade Kellogg to a freeway standard to the Sedgwick/Butler County line, with interchanges at intersections with arterial streets.

**Financial Considerations:** The estimated cost to design the Kellogg and 159<sup>th</sup> Street East interchange is \$200,000 with \$100,000 paid by Andover and \$100,000 by the City of Wichita. Funding for Wichita's share is available in the approved project budget. The funding source is the local sales tax.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by continuing the Kellogg Freeway program.

**Legal Considerations:** The agreements have been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the agreements and authorize the signing of City, County, State and Federal agreements as required.

**Attachments:** Agreements.

PROJECT NO. 54-87 KA-1897-01  
TRAFFIC SIGNAL AND GEOMETRIC IMPROVEMENTS  
CITY OF WICHITA, KANSAS

## AGREEMENT

**PARTIES:** DEBRA L. MILLER, Secretary of Transportation, Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary,"

The City of Wichita, Kansas, hereinafter referred to as the "City,"

Collectively referred to as the "Parties."

**PURPOSE:** The City has agreed to and the Secretary has approved a Federal Aid Safety Project, hereinafter referred to as the "Project." The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city streets utilizing federal funds. The Secretary and the City desire to construct a Traffic Signal/Geometric Improvement Project at US-54/400 and 159<sup>th</sup> Street (Sedgwick/Butler County line), an intersection partially in the City.

**PROJECT:** The Secretary and the City desire to enter into this Agreement for the construction of the Project, which is described as follows:

To install a traffic signal at US-54/400 and 159<sup>th</sup> Street, extend existing left turn lanes along US-54/400, and make geometric improvements along 159<sup>th</sup> Street.

### EFFECTIVE

**DATE:** The Parties in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## ARTICLE I

### THE SECRETARY AGREES:

1. To provide technical information upon request to help the City to acquire right of way in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of the Kansas Department of Transportation and as required by Federal Highway Administration directives such that the City may obtain participation of federal funds in the cost of the Project.

2. To let the contract for the Project and shall award the contract to the lowest responsible bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the construction of the Project in accordance with the final design plans, as required by the Federal Highway Administration, to negotiate with and report to the Federal

Highway Administration and administer the payments due the contractor, including the portion of the cost borne by the City.

3. To require the contractor to indemnify, hold harmless, and save the Secretary and the City harmless from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defend a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses that the Secretary or the City or both incur in defending the claim.

4. To be one hundred percent (100%) responsible for KDOT's preliminary engineering cost. To be responsible for one hundred percent (100%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering for the Project through the use of ninety percent (90%) federal funds and ten percent (10%) state funds. The Secretary shall not be responsible for the total actual costs of the City's preliminary engineering or any right of way for the Project.

5. To provide the construction inspection and be responsible for utility adjustments for the Project.

## ARTICLE II

### THE CITY AGREES:

1. The Project shall be undertaken, prosecuted and completed for and on behalf of the City by the Secretary acting in all things as its agent, and the City hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection therewith are hereby by the City authorized, adopted, ratified, and confirmed to the same extent and with the same effect as though done directly by the City acting in its own individual corporate capacity instead of by its agent.

2. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

3. To design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current version of the AASHTO A Policy on Geometric Design of Highways & Streets, the current version of the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the current version, as adopted by the Secretary, of the Manual on Uniform Traffic Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, any necessary Project

Special Provisions, and the rules and regulations of the Federal Highway Administration pertaining thereto.

4. To make or contract to have made design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for such projects. Upon completion thereof, such design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for such projects shall be submitted to the Secretary by a licensed professional engineer attesting to the conformity of the plans with the items in paragraph 3 above. Contracts between the City and any consultant retained by them to perform any of the services described or referenced in this paragraph for a project covered by this Agreement shall contain language requiring conformity with paragraph 3 above.

5. The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Any review of these items that may be performed by the Secretary or his or her representatives is not intended to, and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the consultant or the City.

6. A duly appointed representative of the City is authorized to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project undertaken under this Agreement. The design plans must be signed and sealed by the licensed professional engineer responsible for preparation of the design plans. Geological investigations or studies must be signed and sealed by either a licensed geologist or a licensed professional engineer, in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies. Right of way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the right of way descriptions.

7. It will, in its own name, as required by law, acquire by purchase, dedication or condemnation all rights of way, easements and access rights shown on the final design plans in accordance with the schedule established by the Kansas Department of Transportation. The City agrees that the necessary rights of way, easements, and access rights shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the Secretary, that such rights of way, easements and access rights

have been acquired. The City further agrees that it will have recorded in the Office of the Register of Deeds all rights of way, deeds, dedications, permanent easements and temporary easements.

8. To contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The parties mutually agree that the City will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 *et seq.*

9. To provide all legal descriptions required for right of way acquisition work. The City further agrees to acquire rights of way, easements, and access rights in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of the Kansas Department of Transportation and as required by Federal Highway Administration directives for the participation of federal funds in the cost of the Project. The City agrees that copies of all documents including recommendations and coordination for appeals, bills, contracts, journal entries, case files or documentation requested by the Office of Chief Counsel will be sent to the Office of Chief Counsel within the time limits set by the Secretary.

10. Any disposal of or change in the use of right of way or in the access after Project construction will require prior written approval by the Secretary.

11. To furnish the Secretary a list of existing and known utilities affected, together with locations and proposed adjustments of the same.

12. To be responsible for one hundred percent (100%) of the total actual costs of the City's preliminary engineering, and all right of way for the Project. The City shall not be responsible for any of KDOT's total actual costs of preliminary engineering.

13. When the Project is completed and final acceptance is issued, it will, at its own cost and expense, maintain the traffic signal located at US-54/US-400 and 159<sup>th</sup> Street.

14. It will establish and maintain a qualified traffic engineering unit or provide other means for the proper maintenance and operation of the traffic signal located at US-54/US-400 and 159<sup>th</sup> Street when completed. Failure by the City to fulfill this responsibility will disqualify the City from future federal aid participation on projects for which the City would have maintenance responsibility.

15. Upon notification by the State Transportation Engineer of any unsatisfactory maintenance condition of the traffic signal at US-54/US-400 and 159<sup>th</sup> Street, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

16. It will adopt an ordinance requiring the removal of all encroachments either on or above the limits of the right of way shown on the final design plans for this Project and it will initiate and proceed with diligence to remove or require the removal of the encroachments. It is further agreed that all such encroachments be removed before the Project is advertised for letting providing, however, that with respect to any encroachment, that the physical removal thereof has been fully provided for between the City and the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the Project. The City further agrees that it will not in the future permit the erection of gas and fuel dispensing pumps upon the right of way of the Project and it will require that any gas and fuel dispensing pumps erected, moved or installed along the Project be placed no less than twelve (12) feet back of the right of way line. All right of way provided for the Project shall be used solely for public street purposes and no signs, posters, billboards, roadside stands, fences, structures or other private installations shall be permitted within the right of way limits except as provided by state laws.

17. To locate and shall be responsible for all costs necessary to remedy or clean up any hazardous waste site, including, but not limited to, leaking underground storage tanks that are discovered on rights of way, easements and access rights acquired by the City. The City shall be responsible to the Secretary for all damages, fines or penalties, expenses, claims and costs incurred by the Secretary from any hazardous waste site discovered on rights of way, easements and access rights acquired by the City.

For any hazardous waste site, including but not limited to, leaking underground storage tanks, the City shall hold harmless, defend and indemnify the Secretary, its agents and employees against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources.

It is specifically agreed between the Parties executing this Agreement that any provision of this hazardous waste clause is not intended to make the public, or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party of this Agreement to maintain a suit for personal injuries, property damages, or hazardous waste claims. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

The City by signing this Agreement with the Secretary has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any hazardous waste on any rights of way, easements, and access rights acquired by the City. The City reserves the right to bring any action against any third party for any hazardous waste site on any rights of way, easements, and access rights acquired by the City.

The term hazardous waste includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which

may present an imminent and substantial danger to the public health or welfare. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, are incorporated by reference and include but not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 1990 Supp. 65-3431 *et seq.*, Hazardous Waste.

The standards to establish cleanup of a hazardous waste site include, but not limited to, federal programs administered by the E.P.A.; State of Kansas environmental laws and regulations, and city and county standards where the hazardous waste site is located.

18. To control parking of vehicles on the city street throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

19. That the arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may safely and expeditiously be served and shall adopt and enforce such rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the Federal Highway Administration.

20. To maintain the control of access rights and to prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final design plans, unless prior approval is obtained from the Secretary and the Federal Highway Administration.

21. The estimated non-participating costs for the City's preliminary engineering is \$200,000, for rights of way is \$200,000, and for utilities is \$0. Upon request by the Secretary, to provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of the KDOT and all costs incurred by the City not to be reimbursed by the KDOT for preliminary engineering, rights of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

22. If they cancel the Project, they will reimburse the Secretary for any costs that are incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost that were incurred by the Secretary prior to the cancellation of the Project.

23. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

24. To provide data to the Secretary in evaluating the effectiveness of the Project with respect to safety. The City shall provide the Secretary with three (3) years of accident data prior to

the construction of the Project and three (3) years of accident data after Project completion. The City also agrees to provide data, including, but not limited to, the following: 24 hour traffic volume counts and other pertinent information as requested by the Secretary.

25. To participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary and/or the Federal Highway Administration for audit for a period of five (5) years after date of final payment under this Agreement.

26. If any such audits reveal payments that have been made with federal funds by the City for items considered non-participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

### ARTICLE III

#### THE PARTIES MUTUALLY AGREE:

1. Plans for handling traffic during construction must be included in the plans provided by the City and must be in conformity with the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD). Detour routes and road closings, if necessary, shall be noted on the design plans. The Secretary or his or her authorized representative may act as the City's agent with full authority to determine the dates when any road closings shall commence and terminate. The Secretary or his or her authorized representative shall notify the City of the determinations made pursuant to this section.

2. The final design plans for the Project are by reference made a part of this Agreement.

3. If any items are found to be non-participating by the Secretary, acting in his or her own behalf and on the behalf of the Federal Highway Administration, the total cost of these items, along with the associated non-participating construction engineering costs, will be paid for by the City.

4. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to the approval of the Federal Highway Administration.

5. The Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

6. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

7. No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

**The signature page immediately follows this paragraph.**

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

THE CITY OF WICHITA KANSAS

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

Kansas Department of Transportation  
Debra L. Miller, Secretary of Transportation

(SEAL)

\_\_\_\_\_  
APPROVAL AS TO FORM

  
\_\_\_\_\_  
Gary Rebenstorf, Director of Law

BY: \_\_\_\_\_  
Jerome T. Younger, P.E.  
Deputy Secretary for Engineering and  
State Transportation Engineer

**A RESOLUTION RELATING TO BENEFITS  
OBTAINABLE BY CITIES UNDER THE  
FEDERAL AND STATE AID PROGRAM**

**Be it resolved by the Governing Body of the City of Wichita:**

That the Mayor and City Clerk are authorized and directed to execute for and on behalf of the City of Wichita, Kansas, Agreement No. 119-10, between the City and the Kansas Department of Transportation, giving the Secretary of Transportation of the State of Kansas authority to act for the City, and in its place and stead, to obtain for the City such benefits as are obtainable under the Kansas Department of Transportation's Federal-Aid HSIP Safety Program, and obtain the benefits of such legislation for the City on the terms and conditions set forth in such agreement as may be prepared and approved by the Secretary of Transportation for the improvement of the intersection of US-54/400 and 159<sup>th</sup> Street.

Passed by the Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Approved) (Signed) \_\_\_\_\_, Mayor

(SEAL)

**ATTEST:** \_\_\_\_\_  
City Clerk

## CONTRACTUAL PROVISIONS ATTACHMENT

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
  2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
  3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
  4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
  5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
- Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
  7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
  8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
  9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
  10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
  11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
  12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY  
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

### NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

### CLARIFICATION

Where the term "consultant" appears in the following "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

### Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with Regulations: The consultant will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or natural origin.
- 6) Sanctions for Noncompliance: In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
  - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
  - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with this Order.
- 9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

## AGREEMENT

This Agreement made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2010,

BY AND BETWEEN

THE CITY OF ANDOVER, KANSAS  
hereinafter referred to as "ANDOVER"

AND

THE CITY OF WICHITA, KANSAS,  
hereinafter referred to as "WICHITA"

WITNESSETH:

That in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. This is an agreement made pursuant to the provisions of K.S.A. 12-2908.
2. The purpose of this agreement is to provide for the joint CITY-CITY financial participation in intersection improvements at Kellogg and 159<sup>th</sup> Street east. The estimated cost of the PROJECT is \$3,000,000.
3. The project is within both the city of ANDOVER and the city of WICHITA.
4. The design of the improvements is estimated to be \$200,000, which will be paid from ANDOVER AND WICHITA funds.
5. ANDOVER AND WICHITA agree to jointly contribute to the design expenditures.
6. ANDOVER AND WICHITA agree to acquire the necessary right of way within their respective jurisdictions.
7. WICHITA will contract with the Engineering Company PB AMERICAS, INC. to perform the design.
8. ANDOVER shall pay WICHITA 50% of the design expenditures.
9. ANDOVER shall pay WICHITA installments as WICHITA pays PB AMERICAS.

10. To the extent permitted by law, ANDOVER does hereby release, discharge, indemnify and hold harmless WICHITA, its agents, servants, and employees from any and all liability and damages of whatsoever nature and arising from whatsoever cause, relating to or arising from errors and omissions resulting from the design of the PROJECT or from errors and omissions resulting from construction means and methods used in the construction of the PROJECT. This release and indemnity shall survive termination of this agreement.
11. It is anticipated that WICHITA will enter into a separate agreement with the State of Kansas for construction of the PROJECT.
12. ANDOVER shall accept the improvements within the ANDOVER city limits by permitting the same to be open to public travel and, upon such opening; ANDOVER shall assume all liability for maintenance and repair. The agreement of ANDOVER maintenance and repair shall survive the termination of this agreement.
13. No real or personal property shall be jointly owned pursuant to the provisions of this Agreement.
14. This Agreement shall automatically terminate on completion of construction of the PROJECT.

IN WITNESS WHEREOF, WICHITA and ANDOVER have executed this agreement on the dates hereinafter subscribed.

BY ACTION OF THE CITY OF WICHITA COUNCIL

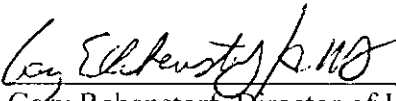
\_\_\_\_\_  
Carl Brewer, Mayor      Date

SEAL:  
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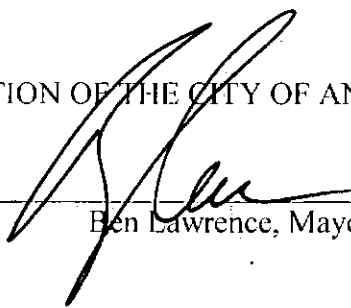
ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

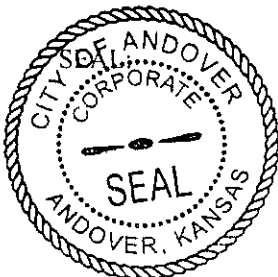
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Gary Rebenstorf, Director of Law

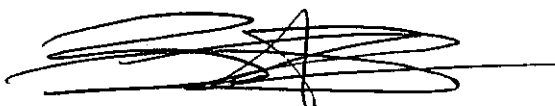
BY ACTION OF THE CITY OF ANDOVER COUNCIL

  
\_\_\_\_\_  
Ben Lawrence, Mayor      Date

2/22/11



ATTEST:

  
\_\_\_\_\_  
Susan Renner, City Clerk

**City of Wichita  
City Council Meeting  
March 22, 2011**

**TO:** Mayor and City Council

**SUBJECT:** Service Area Transfer Agreement and Water Connection Agreements  
(All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve agreements.

**Background:** The City of Andover is planning to widen 21<sup>st</sup> Street, which will require the City of Benton to relocate its six-inch water main. In order to avoid the need to relocate the water main, the City of Benton desires to move its point of connection to an Andover main in Andover Road. Certain properties located along north 143<sup>rd</sup> Street East and east 21<sup>st</sup> Street North between Benton's current point of connection and north 159<sup>th</sup> Street East, currently served by Benton, would no longer be served from Benton's system.

**Analysis:** The City of Benton agrees to transfer, and the City of Wichita agrees to accept, the six-inch main in 21<sup>st</sup> Street, and the associated customers. The City of Andover will agree to allow Benton to connect to its system, and allow the City of Wichita to serve Benton from its system at a point on Andover Road. Butler County Rural Water District No. 5 will allow the City of Wichita to serve the property located at 14622 East 21<sup>st</sup> Street, located within the district's service boundary.

**Financial Considerations:** The cost of all work required by these changes will be borne by the Cities of Benton and Andover. The net increase in Wichita water revenues resulting from the transfer of these nine customers is projected to be approximately \$1930 for meter charges and \$820 for water usage (based on the difference between wholesale water rates and outside-the-city rates). The City of Wichita will incur no costs.

**Goal Impact:** This project addresses the Economic Development/Affordability Living goal by partnering with economic development and affordable stakeholders.

**Legal Considerations:** The agreements have been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the Service Area Transfer Agreement and Water Connection Agreements

**Attachments:** Service Area Transfer Agreement and Water Connection Agreement.

## SERVICE AREA TRANSFER AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between:

**THE CITY OF BENTON, BUTLER COUNTY, KANSAS**, hereinafter referred to as "Benton"; and

**THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, hereinafter referred to as "Wichita".

### WITNESSETH:

**WHEREAS**, the City of Andover is planning to widen 21<sup>st</sup> Street, which will create the need for relocation of Benton's six inch water main; and

**WHEREAS**, Benton desires to move its point of connection such that certain properties located along north 143<sup>rd</sup> Street East and east 21<sup>st</sup> Street North between Benton's current point of connection and north 159<sup>th</sup> Street East, currently served by Benton, can no longer be served from Benton's system; and

**WHEREAS**, Wichita would be willing to accept and serve these properties;

**NOW THEREFORE**, in view of the premises aforesaid and in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Benton will release these properties, as referenced in attachment, to be served by Wichita.
2. As a part of the consideration for this Agreement, Benton will transfer to Wichita, Benton's six inch water main lying in the easements located along north 143<sup>rd</sup> Street East and east 21<sup>st</sup> Street North, between Benton's current point of connection and north 159<sup>th</sup> Street East, together with said easements themselves and associated service lines, connections and meter settings; and
3. Benton will remove all structures and install pipe through the existing meter set to put the six inch water main in service to east 21<sup>st</sup> Street North and north 159<sup>th</sup> Street East; and
4. Benton will cut and cap the six inch main and install a two inch blow off on the west side of north 159<sup>th</sup> Street East and east 21<sup>st</sup> Street North; and

5. The square footage credit against special assessment fees for each of these certain properties will be limited to one acre or 43,560 square feet.

**IN WITNESS WHEREOF**, the parties hereto have hereunto caused this Amendment to be signed by their respective officer duly authorized so to do on the dates set forth below.

**THIS AMENDMENT SHALL BE EFFECTIVE** on the date first above written and upon execution of each party hereto.

**CITY OF BENTON**

**CITY OF WICHITA**

\_\_\_\_\_  
Carl Brewer, Mayor

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

**APPROVED AS TO FORM**

**APPROVED AS TO FORM**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

Attachments:

List of Properties to be Transferred to

**SERVICE AREA TRANSFER AGREEMENT  
CITY OF BENTON AND CITY OF WICHITA**

**ATTACHMENT NO. 1**

**LIST OF PROPERTIES TO BE TRANSFERRED**

- 1830 North 143<sup>rd</sup> Street East
- 1990 North 143<sup>rd</sup> Street East
- 14622 East 21<sup>st</sup> Street North
- 15001 East 21<sup>st</sup> Street North
- 15129 East 21<sup>st</sup> Street North
- 15255 East 21<sup>st</sup> Street North
- 15349 East 21<sup>st</sup> Street North
- 15511 East 21<sup>st</sup> Street North
- 15527 East 21<sup>st</sup> Street North

**WATER CONNECTION AGREEMENT**

**THIS AGREEMENT** is made and entered into this 21<sup>st</sup> day of August, 2011, by and between:

**THE CITY OF BENTON, BUTLER COUNTY, KANSAS**, hereinafter referred to as "Benton"; and

**THE CITY OF ANDOVER, BUTLER COUNTY, KANSAS**, hereinafter referred to as "Andover"; and

**THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, hereinafter referred to as "Wichita".

**WITNESSETH:**

**WHEREAS**, Benton has a contract with Wichita to purchase water from Wichita's water system; and

**WHEREAS**, Benton desires to move its point of connection such that the connection will be to an Andover water main in Andover Road; and

**WHEREAS**, Wichita currently serves Andover's water system; and

**WHEREAS**, Even though Wichita does not currently have its own infrastructure in place to serve the new point of connection for Benton, Andover does have such infrastructure in place, and is willing to allow Wichita to use it for the purpose of supplying Benton;

**NOW THEREFORE**, in view of the premises aforesaid and in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Wichita and Andover will allow Benton to move its point of connection for water supplied by Wichita to Andover's water main located in Andover Road between east 21<sup>st</sup> Street North and east 29<sup>th</sup> Street North.
2. At such point of connection Benton will construct the new meter setting including appropriate back flow prevention at its expense and pay the total cost of the connection to the City of Andover's water main in Andover Road.

3. Benton will be responsible for extending Andover's main to the new point of connection if necessary. If Andover determines that said main should be larger than eight inches, Andover will be responsible for paying the cost of upsizing.
4. Wichita and/or Andover do not guarantee to maintain any specific pressure on its water supply line. Wichita will make a reasonable effort to maintain at least the minimum pressure required by State and/or Federal regulations at the point(s) of connection.
5. Wichita and Andover hereby agree to make reasonable efforts to provide adequate water service and pressure pursuant to the terms of this Agreement. However, it is understood and agreed by the parties hereto that the Wichita and/or Andover water supplies might, by reason of unforeseen catastrophe or disaster (commonly called acts of God) or shortage of water, be temporarily restricted or interrupted.
6. Restriction or interruption of service to Benton under such conditions or as a result of pipeline failures shall not give rise to any claim on the part of Benton, or customers of Benton, against Wichita and/or Andover. In such cases, Wichita and/or Andover will make reasonable efforts to restore normal water service.
7. Wichita and/or Andover agrees that it will not restrict or interrupt water service to Benton pursuant to this Agreement by reason of a shortage of water unless service to Wichita and/or Andover's retail water customers are subject to similar limitations.
8. Andover will allow Wichita to supply Benton from the above-referenced point of connection to Andover's main in Andover Road. In the event Andover subsequently determines to shift its own wholesale water purchases to obtain supply from a water system other than Wichita, Wichita will release and Andover will assume Benton as a wholesale customer under the same terms and conditions as Wichita's Contract with Benton at the time of the transfer.

**IN WITNESS WHEREOF**, the parties hereto have hereunto caused this Agreement to be signed by their respective officer duly authorized so to do on the dates set forth below.

**THIS AGREEMENT SHALL BE EFFECTIVE** on the date first above written and upon execution of each party hereto.

**CITY OF BENTON**

**CITY OF ANDOVER**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**APPROVED AS TO FORM**

\_\_\_\_\_  
**APPROVED AS TO FORM**

**CITY OF WICHITA**

\_\_\_\_\_  
Carl Brewer, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

**APPROVED AS TO FORM**

*Gary E. Rebenstorf, 10/27*  
Gary E. Rebenstorf, Director of Law

## **WATER CONNECTION AGREEMENT**

**THIS AGREEMENT** is made and entered into this 21 day of August, 2011, by and between:

**THE CITY OF BENTON, BUTLER COUNTY, KANSAS**, hereinafter referred to as "Benton"; and

**RURAL WATER DISTRICT NO. 5 OF BUTLER COUNTY, KANSAS**, hereinafter referred to as "District"; and

**THE CITY OF ANDOVER, BUTLER COUNTY, KANSAS**, hereinafter referred to as "Andover"; and

**THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, hereinafter referred to as "Wichita".

### **WITNESSETH:**

**WHEREAS**, Benton has a contract with Wichita to purchase water from Wichita's water system; and

**WHEREAS**, Benton desires to move its point of connection such that the property located at 2342 Andover Road cannot be served from Benton's system; and

**WHEREAS**, this property is located in the District's service boundary; and

**WHEREAS**, the District does not have facilities in place to serve this property; and

**WHEREAS**, Andover does have facilities in place to serve this property;

**NOW THEREFORE**, in view of the premises aforesaid and in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Benton will release this property to be served by Andover.
2. The District will allow this property to be served by Andover under the same terms and conditions as other comparable customers.
3. Andover will allow the property located at 2342 Andover Road to be connected to its water main in Andover Road.

4. Wichita approves this property being connected to Andover's system.

**IN WITNESS WHEREOF**, the parties hereto have hereunto caused this Agreement to be signed by their respective officer duly authorized so to do on the dates set forth below.

**THIS AGREEMENT SHALL BE EFFECTIVE** on the date first above written and upon execution of each party hereto.

**CITY OF BENTON**

**RURAL WATER DISTRICT NO. 5**

\_\_\_\_\_,

\_\_\_\_\_, Board President

**ATTEST:**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM**

**APPROVED AS TO FORM**

\_\_\_\_\_

\_\_\_\_\_

**CITY OF ANDOVER**

**CITY OF WICHITA**

\_\_\_\_\_

Carl Brewer, Mayor

**ATTEST:**

**ATTEST:**

\_\_\_\_\_

Karen Sublett, City Clerk

**APPROVED AS TO FORM**

**APPROVED AS TO FORM**

\_\_\_\_\_

*Gary E. Rebenstorf*  
Gary E. Rebenstorf, Director of Law

## **WATER CONNECTION AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between:

**THE CITY OF BENTON, BUTLER COUNTY, KANSAS**, hereinafter referred to as "Benton"; and

**RURAL WATER DISTRICT NO. 5 OF BUTLER COUNTY, KANSAS**, hereinafter referred to as "District"; and

**THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, hereinafter referred to as "Wichita".

### **WITNESSETH:**

**WHEREAS**, Benton has a contract with Wichita to purchase water from Wichita's water system; and

**WHEREAS**, Benton desires to move its point of connection such that the property located at 14622 E. 21<sup>st</sup> Street cannot be served from Benton's system; and

**WHEREAS**, this property is located in the District's service boundary; and

**WHEREAS**, the District does not have facilities in place to serve this property; and

**WHEREAS**, Wichita will acquire facilities in place to serve this property;

**NOW THEREFORE**, in view of the premises aforesaid and in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Benton will release this property to be served by Wichita as a residential customer at the prevailing applicable water rates.
2. The District will allow this property to be so served by Wichita.

**IN WITNESS WHEREOF**, the parties hereto have hereunto caused this Agreement to be signed by their respective officer duly authorized so to do on the dates set forth below.

**THIS AGREEMENT SHALL BE EFFECTIVE** on the date first above written and upon execution of each party hereto.

**CITY OF BENTON**

**RURAL WATER DISTRICT NO. 5**

\_\_\_\_\_

\_\_\_\_\_ Board President

**ATTEST:**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM**

**APPROVED AS TO FORM**

\_\_\_\_\_

\_\_\_\_\_

**CITY OF WICHITA**

\_\_\_\_\_ Carl Brewer, Mayor

**ATTEST:**

\_\_\_\_\_ Karen Sublett, City Clerk

**APPROVED AS TO FORM**

*Gary E. Rebenstorf*, *1822*  
Gary E. Rebenstorf, Director of Law

**CITY OF WICHITA**  
**City Council Meeting**  
March 22, 2011

**TO:** Mayor and City Council

**SUBJECT:** Acquisition of 2923 East 13<sup>th</sup> Street for the East 13th Street, Hydraulic to Oliver Road Improvement Project (District I)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the acquisition.

**Background:** On November 6, 2007, the City Council approved the design concept and proposed Public Works project to widen East 13<sup>th</sup> Street North from Hydraulic to Oliver. The project will require the acquisition of all or part of 79 tracts. The road corridor improvements include adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. The property at 2923 East 13<sup>th</sup> Street North is comprised of a duplex for residential use. The improvements will be razed and the remnant land will be maintained as green space. The duplex unit tenants are eligible for relocation benefits.

**Analysis:** The original offer of \$41,000 was rejected by the owner. The owner originally countered at \$65,000 claiming improvements made to the interior of the subject property as having added unrecognized value. The City's appraiser was not able to inspect the interior of the property though the acquisition agent did inspect the interior and was able to verify that improvements had been made. After negotiation, the owner agreed to accept \$50,000.

**Financial Considerations:** The funding source for the project is General Obligation Bonds. A budget of \$70,500 is requested. This includes \$50,000 for the acquisition, \$1,000 for title work and other administrative fees, \$10,500 for relocation of the tenants and \$9,000 for demolition.

**Goal Impact:** The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

**Legal Considerations:** The Law Department has approved the agreement as to form.

**Recommendation/Action:** It is recommended that the City Council 1) Approve the real estate agreement; 2) Approve the budget; and 3) Authorize the necessary signatures.

**Attachments:** Real estate purchase agreement, tract maps and aerial map.

PROJECT: 13<sup>th</sup> Street North DATE: September 13, 2010  
COUNTY: Sedgwick TRACT NO.: 50

THE CITY OF WICHITA, KANSAS

**CONTRACT FOR CONVEYANCE**  
**OF REAL ESTATE BY WARRANTY DEED**

THIS AGREEMENT Made and entered into this 16 day of March 2011, by and between ~~December, 2010~~

Quyen Ngoc Ninh, 530 E Central Wichita, KS 67202-1060

Telephone 916.397.2816

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

**WITNESSETH**, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 6,750 Sq. Ft. for Right of Way  
Damages including but not limited to all  
improvements and real property of the  
landowner:


\$ 50,000.00

**TOTAL:** \$ 50,000.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

**IN WITNESS WHEREOF** The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

By:  QUYEN - N - NINH By: \_\_\_\_\_  
**Quyen Ngoc Ninh**

THE CITY OF WICHITA

ATTEST:

By: \_\_\_\_\_  
**Carl Brewer, Mayor**

By: \_\_\_\_\_  
**Karen Sublett, City Clerk**

## MEMORANDA

Exact and full name of owner, as name appears of record:

**Quyen Ngoc Ninh**

If mortgage or other liens, show names of holders:

None

## REMARKS:

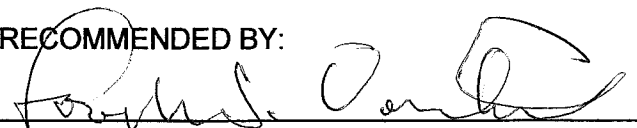
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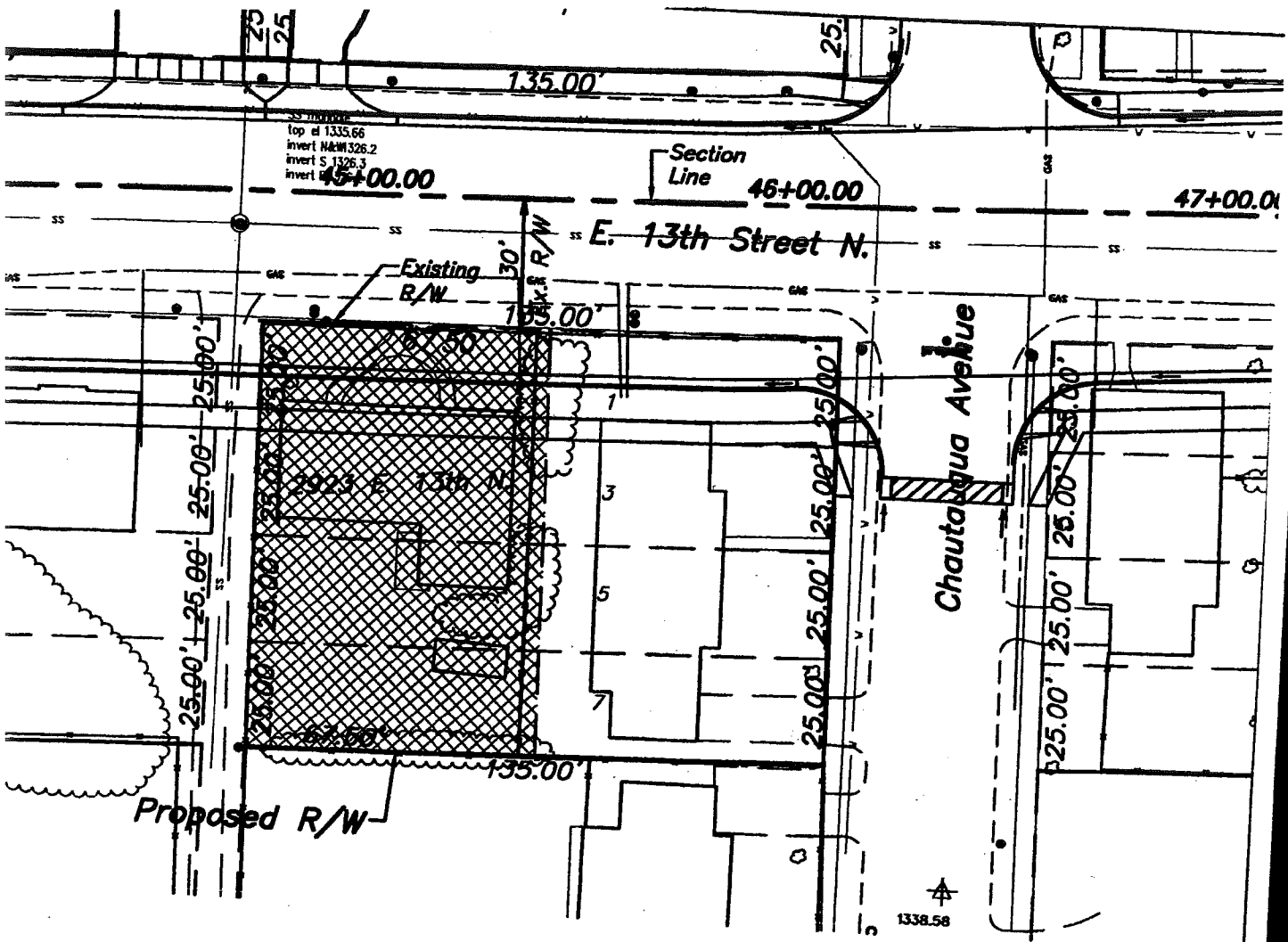
Security Title File Number 1090455

APPROVED TO FORM:

\_\_\_\_\_  
**Gary E. Rebenstorf, Director of Law**

RECOMMENDED BY:

  
**Joseph J. Vorstenbosch, Project Manager**



**PROPOSED R/W ACQ. LEGAL:**

of Lots 1, 3, 5, & 7, on Mt. Olive (now Chautauqua Avenue) in Fairmount Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows.

The West half of Lots 1, 3, 5, & 7, on Mt. Olive (now Chautauqua Avenue) in Fairmount Park Addition.

TAX KEY #: C02982

R/W ACQUISITION SIZE: 6,750 sq. ft.



PROPOSED R/W ACQUISITION

13th STREET  
HYDRAULIC AVENUE TO OLIVER  
**TRACT MAP**

NGOC NINH QUYEN  
SEC 15-T27-R1E



SCALE: 1" = 40'

Tract No. 50

# 2923 East 13th Street



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

**CITY OF WICHITA**  
**City Council Meeting**  
March 22, 2011

**TO:** Mayor and City Council

**SUBJECT:** Partial Acquisition at 1951 South 119<sup>th</sup> Street West for the 119<sup>th</sup> Street, Pawnee Avenue to Kellogg Improvement Project (District IV)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the acquisition.

**Background:** On May 11, 2010, the City Council approved the design concept and the funding to acquire right-of-way for the road improvement project 119<sup>th</sup> Street between Pawnee and Kellogg. The project will provide four through lanes on 119<sup>th</sup> Street and a traffic signal at the intersection of Pawnee and 119<sup>th</sup>. Landscaped medians, sidewalks and a bike path will also be constructed. The corridor is improved with residential properties, agricultural land and a church. The property at 1951 South 119<sup>th</sup> Street is improved with a single-family homestead on a 4.65 acre site. A garage within the existing right-of-way has been recently removed by the owner. Other improvements to the site include outbuildings on the western portion of the site which are utilized for housing livestock. As a result of the project, it is necessary to obtain a ten foot by forty-five foot area at the driveway as a temporary construction easement in addition to a 9,000 square foot temporary construction easement within the western portion of the site and along the south property line. The western easement will allow the City to clear a waterway which channels water runoff runs westerly into a contributory of the Cowskin Creek. The fencing within the western easement area will be relocated during construction and then returned to the property line after construction.

**Analysis:** The owner agreed to dedicate the temporary easements to the City. The City will compensate the owner for the cost of relocating the existing fence during construction in addition to the resetting of the fence. Bids were obtained and the most advantageous estimate is \$11,650.

**Financial Considerations:** The funding source for the project is General Obligation Bonds. A budget of \$11,665 is requested. This includes \$11,650 for the fencing and \$15 for recording the drainage easement.

**Goal Impact:** The acquisition of these easements ensures Efficient Infrastructure by improving an arterial street through a rapidly developing part of the City.

**Legal Considerations:** The Law Department has approved the Temporary Construction Easement as to form.

**Recommendation/Action:** It is recommended that the City Council; 1) Accept the easement and, 2) Approve the budget.

**Attachments:** Temporary Construction Easement, tract maps and aerial map.

## TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between Dallas Rich and Stacie Rich, husband and wife, party of the first part, and the City of Wichita, Kansas, a municipal corporation, party of the second part.

WITNESSETH: That the said Grantor, in consideration of the sum of One Dollar and No Cents (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

As temporary construction easement:

The West 10 feet of the East 60 feet of the South 45 feet of the North 75 feet of the South 5 Acres of the Southeast Quarter of the Northeast Quarter of Section 36, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, containing 450 square feet, more or less.

And

The South 15 feet of the East 810 Feet of the South 5 Acres of the Southeast Quarter of the Northeast Quarter of Section 36, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, except the East 210 Feet thereof, containing 9,000 square feet, more or less.

Said temporary construction easements shall expire at 2 years from the above date, or upon completion of the project, whichever comes first.

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed. This temporary easement shall expire automatically at the end of construction or at three years from execution of said document, whichever comes first.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

\_\_\_\_\_  
Dallas Rich

\_\_\_\_\_  
Stacie Rich

STATE OF KANSAS     )  
                                  ) ss:  
SEDGWICK COUNTY    )

This instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, 2011 by Dallas Rich, husband of Stacie Rich and Stacie Rich, wife of Dallas Rich.

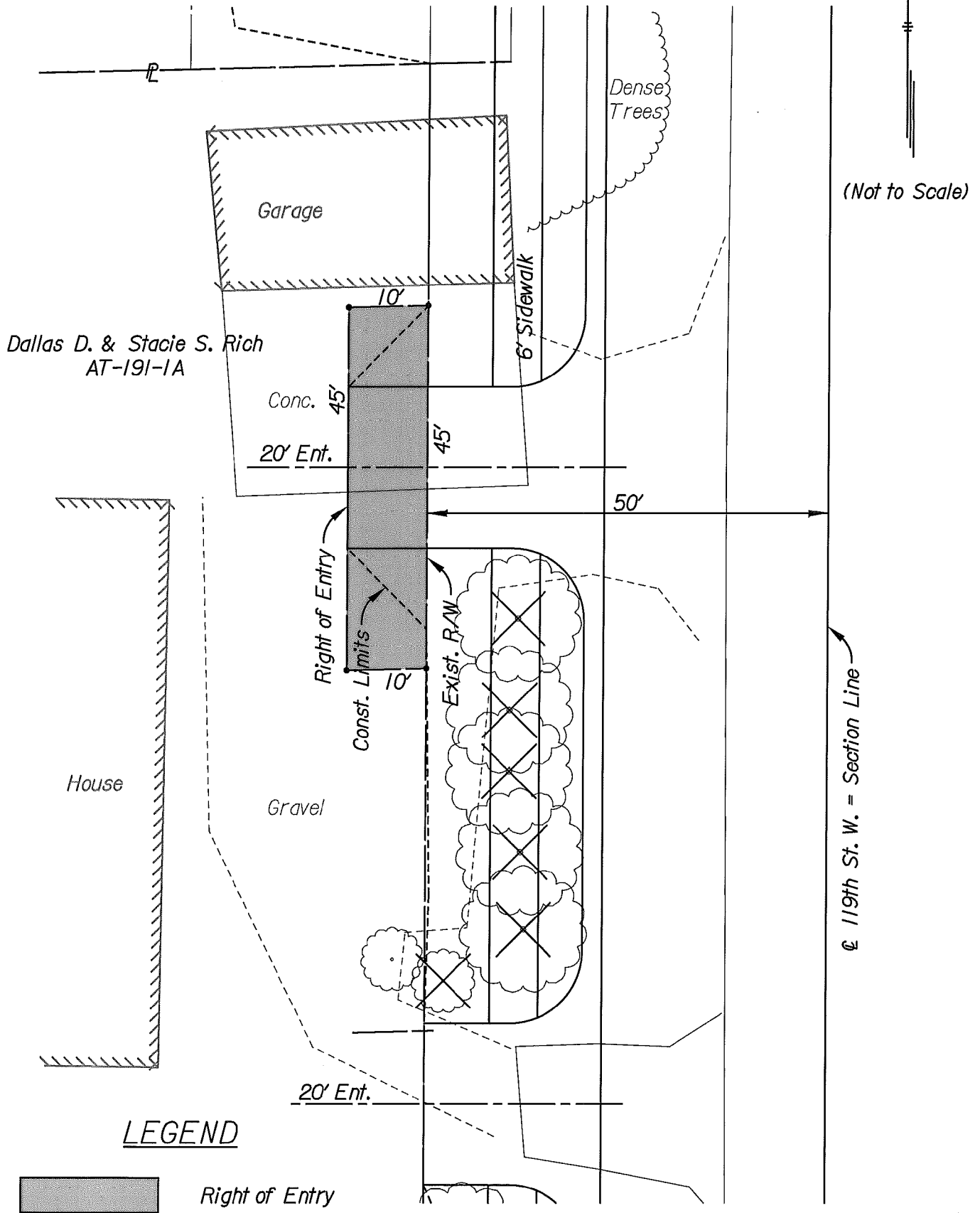
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

# TRACT MAP AT-191-1A

## RIGHT OF ENTRY

Contractor will remove trees  
as needed for construction.



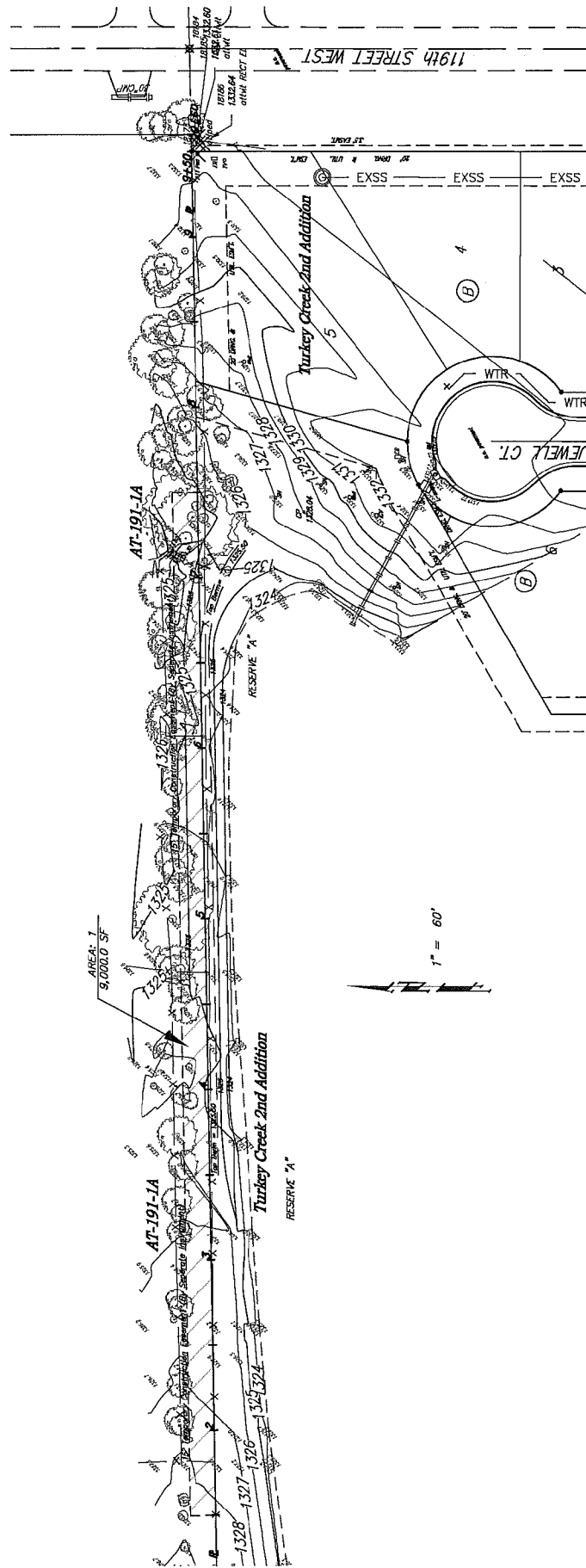
Mar. 3, 2010

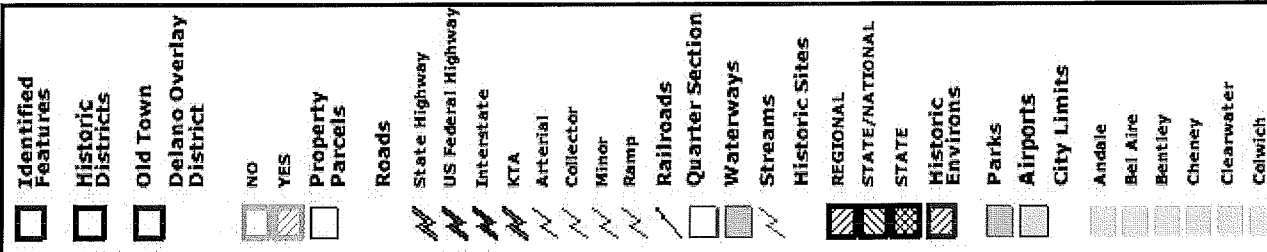
# TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION: AREA 1:

The south 15.00 feet of the east 810.00 feet of the south 5 acres of the Southeast Quarter of the Northeast Quarter of Section 36, Township 27 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, except the east 210 feet thereof.

Containing 9,000.0 Sq. Ft.





CITY OF  
WICHITA

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**CITY OF WICHITA**  
**City Council Meeting**  
March 22, 2011

**TO:** Mayor and City Council Members

**SUBJECT:** Partial Acquisition of 4631 West 47<sup>th</sup> Street South for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (District IV)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Accept the easement.

**Background:** In 2007, the City of Wichita and Sedgwick County entered into an agreement with the Federal Emergency Management Agency (FEMA) whereby it was agreed that the City of Wichita and Sedgwick County would provide certification that the Wichita-Valley Center Flood Control levee system meets FEMA standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 4631 West 47<sup>th</sup> Street South. The subject property is a 24.91 acre agricultural tract with a farmstead. The project requires 1.669 acres at the westerly corner of the property. No improvements are located within the acquisition area however; the owner uses the impacted area as a licensed burn area for his tree trimming business.

**Analysis:** The owner has agreed to accept \$10,000. This amount consists of the estimated market value of the land at \$6,000 (or \$3,500 per acre) for the proposed easement and \$4,000 for costs associated with moving and reestablishing the burn area. The appropriate agencies have agreed to permit the burn area in the new location.

**Financial Considerations:** The funding source for the project is General Obligation Bonds. A budget of \$10,500 is requested. This includes \$10,000 for the acquisition and \$500 for closing costs, title insurance, recording fees and administrative fees.

**Goal Impact:** The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving storm water issues in a major residential area.

**Legal Considerations:** The Law Department has approved the easement as to form.

**Recommendations/Actions:** It is recommended that the City Council; 1) Approve the Budget and 2) Accept the easement.

**Attachments:** Easement, tract map and aerial map.

## REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between Bonnie L. Edwardson and Charles A. Edwardson, husband and wife, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient permanent easement the following described real property, situated in Sedgwick County, Kansas, to-wit:

A portion of the Northwest quarter of Section 23, Township 28 South, Range 1 West of the 6<sup>th</sup> P.M.. Sedgwick County, Kansas lying southeasterly of the Missouri and Pacific Railroad and north of the Big Ditch Cowskin Floodway as recorded in Condemnation Case A-31849, more particularly described as beginning at the southwest corner of said tract, said point being the intersection of the east right of way line of said Missouri and Pacific Railroad and the north line of said Big Ditch Cowskin Floodway; thence N 34 degrees 54' 05" East, along the east right of line of said Missouri and Pacific Railroad, 613.22 feet; thence North 77 degrees 04' 59" East, 44.84 feet; thence South 57 degrees 46' 42" East, 38.75 feet; thence South 25 degrees 12' 59" West, 332.38 feet; thence South 28 degrees 05' 44" West, 266.71 feet to a point on the north line of said Big Ditch Cowskin Floodway, thence North 77 degrees 44' 06" West, along the north line of said Big Ditch Cowskin Floodway, 166.00 feet to the Point of the Beginning.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Ten Thousand Dollars and Zero Cents (\$10,000.00) in the manner following to-wit: cash at closing.
3. A title insurance company's commitment to insure or a complete abstract of title certified to date, to the above-described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.

6. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.
7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before May 31, 2011.
9. Possession to be given to Buyer at closing
10. Closing costs shall be paid 100% by Buyer and 0% by Seller.
11. Site Assessment
  - A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.
  - B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**BUYER:**

City of Wichita, KS, a municipal corporation

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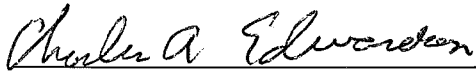
Carl Brewer, Mayor

**ATTEST:**

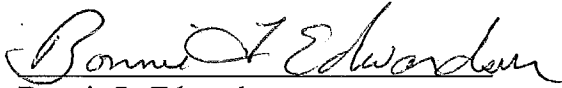
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Karen Sublett, City Clerk

**SELLER:**

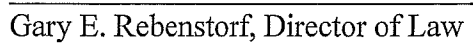


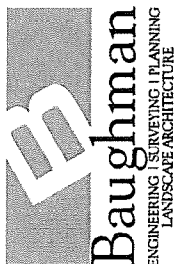
Charles A. Edwardson



Bonnie L. Edwardson

**APPROVED AS TO FORM:**

  
Gary E. Rebenstorf, Director of Law



(316)-282-7271 • 315 ELLIS • WICHITA, KANSAS 67211

State of Kansas )  
County of Sedgwick )

October 8, 2010

We, Baughman Company, P.A., Surveyors in aforesaid county and state do hereby certify that, under the supervision of the undersigned, we did on this 8th day of October, 2010, perform a survey of the following:

Edwardsen Tract (Key # WA-00155-0002):

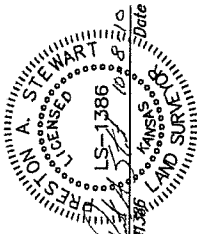
That part of the NW1/4 Sec. 23, Twp. 28-S, R-1-W of the 6th P.M., Sedgwick County, Kansas lying southeasterly of the Missouri and Pacific Railroad and north of the Big Ditch Cowskin Floodway as recorded in Condemnation Case A-31849.

**PROPOSED RIGHT OF WAY:**

A portion of the NW1/4 Sec. 23, Twp. 28-S, R-1-W of the 6th P.M., Sedgwick County, Kansas lying southeasterly of the Missouri and Pacific Railroad and north of the Big Ditch Cowskin Floodway as recorded in Condemnation Case A-31849, more particularly described as beginning at the southwest corner of said tract, said point being at the intersection of the east right of way line of said Missouri and Pacific Railroad and the north line of said Big Ditch Cowskin Floodway; thence N34°54'05"E, along the east right of way line of said Missouri and Pacific Railroad, 613.22 feet; thence N77°04'59"E, 44.84 feet; thence S57°46'42"E, 38.75 feet; thence S25°12'59"W, 332.38 feet; thence S28°05'44"W, 266.71 feet to a point on the north line of said Big Ditch Cowskin Floodway; thence N74°44'06"W, along the north line of said Big Ditch Cowskin Floodway, 166.00 feet to the Point of Beginning.

Subject Property contains 721,697.0 Sq. Ft., or 1,659 Acres.

The accompanying sketch is a true and correct exhibit of said survey based on actual field measurements where the monuments are of the character and occupy the positions as indicated.



Preston A. Stewart #1386 Kansas Land Surveyor Date 10/8/10

NOTE: Blanket Easement granted to Cities Service Gas Company and filed in Misc. Book 287, Page 184. Last assigned to ONEOK, Inc., by Full Assignment and Assumption Agreement of Easements filed as Doc/Film-PG-28876059. (Covers the entire NW1/4 Sec. 23, Twp. 28-S, R-1-W of the 6th P.M., Sedgwick County, Kansas)

Project No. 10-07-1987  
DWG FILE: E:\Projects\10155-0002-WA-00155-0002-WA-23-28-11E\Edwardsen\_Ext.tbl.dwg

**47th Street South**

Pt. #	State Plane Northing	State Plane Easting
1	1,655,105.8038	1,630,780.6619
2	1,655,608.6684	1,631,131.4829
3	1,655,618.6900	1,631,175.1800
4	1,655,598.0300	1,631,207.9599
5	1,655,297.3599	1,631,066.3700
6	1,655,062.1053	1,630,940.7799

Pt. #	State Plane Northing	State Plane Easting
ATT-11	1,655,711.94	1,631,187.51
ATT-12	1,655,611.14	1,631,128.29
ATT-13	1,655,108.58	1,630,776.15

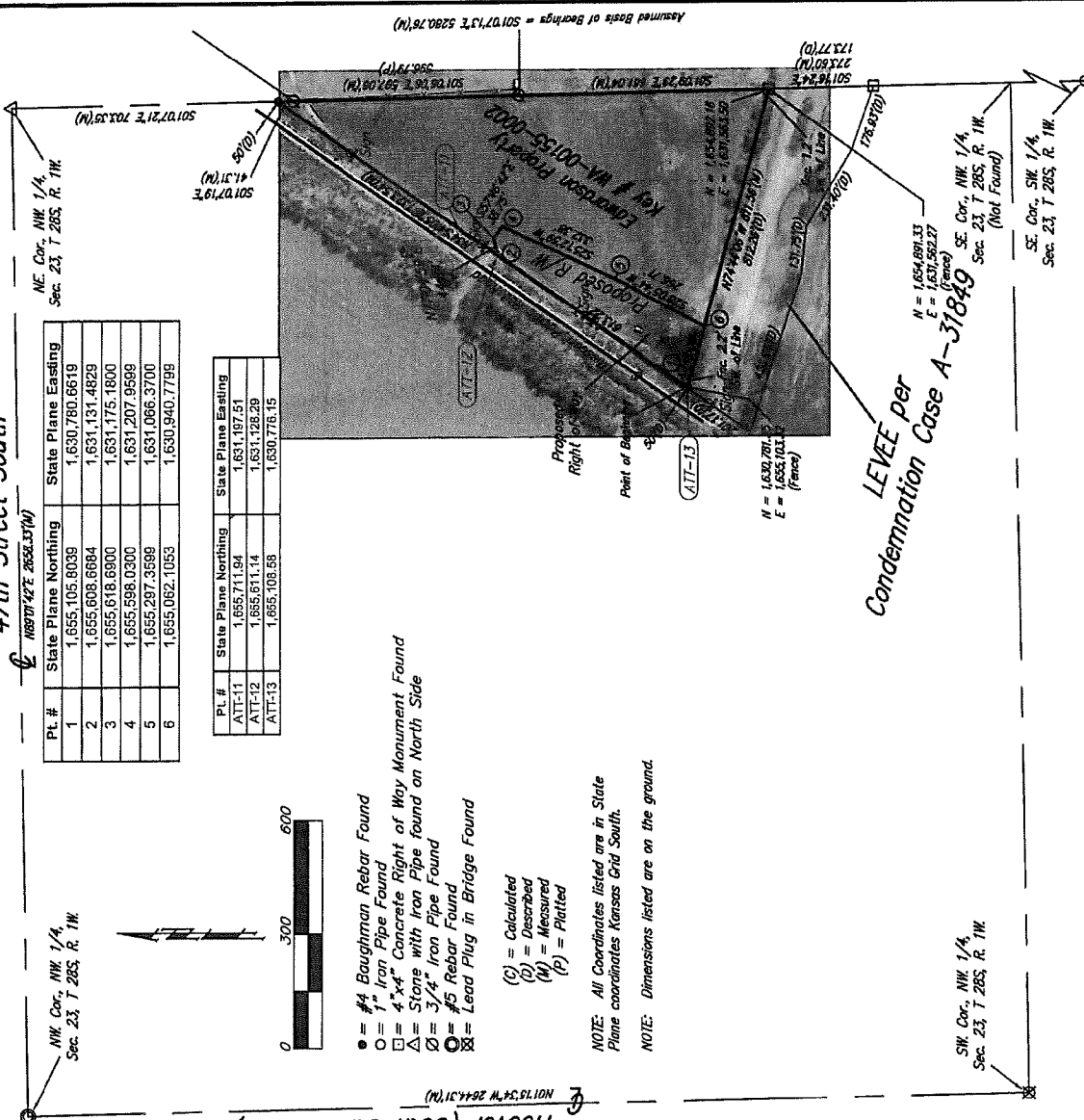


- = #4 Baughman Rebar Found
- = 1" Iron Pipe Found
- = 4"x4" Concrete Right of Way Monument Found
- △ = Stone with Iron Pipe found on North Side
- ⊙ = 3/4" Iron Pipe Found
- ⊗ = #5 Rebar Found
- ⊕ = Lead Plug in Bridge Found

- (C) = Calculated
- (D) = Described
- (M) = Measured
- (P) = Plotted

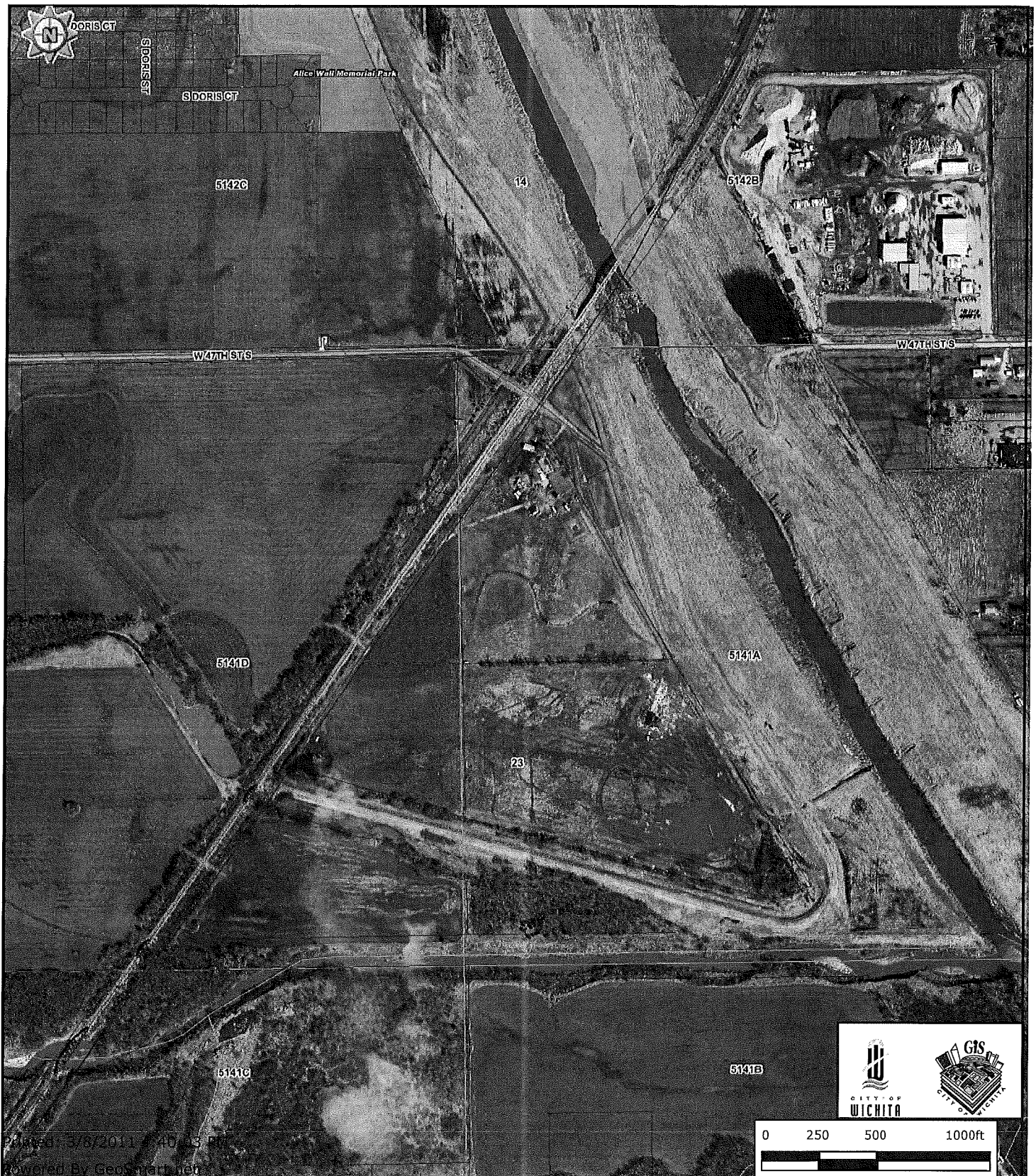
NOTE: All Coordinates listed are in State Plane coordinates Kansas Grid South.

NOTE: Dimensions listed are on the ground.



**LEVEE per  
Condemnation Case A-31849**

# 4631 West 47th Street South



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**CITY OF WICHITA**  
**City Council Meeting**  
March 22, 2011

**TO:** Mayor and City Council Members

**SUBJECT:** Acquisition of Land for a Pipeline Easement at the Southeast side of 103<sup>rd</sup> Street West and 109<sup>th</sup> Street North for the Integrated Local Water Supply Plan (Sedgwick County)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the acquisition.

**Background:** On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, the City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, transferred to and stored in the aquifer. The parcel located at the southeast side of the intersection of 103<sup>rd</sup> Street and 109<sup>th</sup> Street is currently in agricultural production. From the property, it is necessary to obtain a diagonal pipeline easement as it passes through the eastern half of the property. The proposed easement area consists of 2.44 acres. A temporary easement during construction is required and said easement is 3.19 acres.

**Analysis:** The owner agreed to convey the necessary land for estimated appraised value of \$10,124. This amount is comprised of \$3,660 (\$1,500 an acre) for the 2.44 acres of pipeline easement; \$957 (\$300 an acre) for the 3.19 acre temporary easement; \$3,507 for crop damages and \$2,000 for damages to the mature tree row.

**Financial Considerations:** A budget of \$11,624 is requested; this includes \$10,124 for the acquisition, \$1,500 for title work, title insurance, closing costs and administrative fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has sufficient funds for the proposed acquisition.

**Goal Impact:** The acquisition of this parcel is necessary to ensure Efficient Infrastructure.

**Legal Considerations:** The Law Department approved the contract as to form.

**Recommendation/Action:** It is recommended that the City Council approve the agreement and authorize the necessary signatures.

**Attachments:** Real estate purchase agreement, tract map and area map.

## EASEMENT PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between Loyd Farms L.P., party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Permanent Easement and/or Temporary Construction Easement of the following described real property, situated in Sedgwick County, Kansas, to wit:

Permanent Easement (Pipeline) A 60.5 feet wide strip of land lying on the left side (northeasterly side) of a line described as: Commencing at the northwest corner of the south half of the Northwest Quarter of Section 17, Township 25 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of N89°14'27"E, 1381.09 feet along the north line of said south half to the Point of Beginning; thence S45°13'29"E, 1814.40 feet to the Point of Termination, said point being on the east line of said south half and lying S00°47'42"E, 2622.57 feet from the northeast corner of said Northwest Quarter.

The above easement adjoins the southwesterly side of an easement described in Condemnation Case No. 104,110 and recorded in Miscellaneous Book 150, Page 1.

The sidelines of the above described strip of land are to be shortened or lengthened to form continuous lines and to terminate on the north line of said south half and on the east line of said south half.

Said Tract contains 2.44 acres, more or less.

Temporary Easement (Construction Parcel "B1") A 75 feet wide strip of land lying on the right side (southwesterly side) of a line described as: Commencing at the northwest corner of the south half of the Northwest Quarter of Section 17, Township 25 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of N89°14'27"E, 1381.09 feet along the north line of said south half to the Point of Beginning; thence S45°13'29"E, 1814.40 feet to the Point of Termination, said point being on the east line of said south half and lying S00°47'42"E, 2622.57 feet from the northeast corner of said Northwest Quarter.

AND

Temporary Easement (Construction Parcel "B2") A 60.5 feet wide strip of land lying on the left side (northeasterly side) of a line described as: Commencing at the northwest corner of the south half of the Northwest Quarter of Section 17, Township 25 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of N89°14'27"E, 1381.09 feet along the north line of said south half to the Point of Beginning; thence S45°13'29"E, 1814.40 feet to the Point of Termination, said point being on the east line of said south half and lying S00°47'42"E, 2622.57 feet from the northeast corner of said Northwest Quarter.

Said Tracts together contain 5.63 acres, more or less.

The sidelines of the above described strips of land are to be shortened or lengthened to form continuous lines and to terminate on the north line of said south half and on the east line of said south half.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Ten Thousand One Hundred Twenty-Four Dollars and No Cents (\$10,124.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, a temporary construction easement, any and all damages including but not limited to severance, crops at time of construction, crops for one year after initiation of construction, drainage and fencing.
3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before March 15, 2011.
6. The Seller agrees to convey the above described premises with any and all personal property removed from within the easement area(s). Seller further agrees that any maintenance and use of said easement shall be in a manner that does not interfere with or endanger the construction, operations and maintenance of Buyer's improvements.
7. Possession to be given to Buyer on date of closing.
8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.
9. In the event there are crop damages outside the easement area during construction or, crop damages resulting from the Buyer's other maintenance, operation, replacement or repairs to the pipeline, the Seller hereby agrees to file a claim with the City of Wichita, KS, City Clerk's Office, 455 North Main, Wichita, KS 67202, (316)268-4529.
10. Buyer and Seller hereby agree that Buyer, contractors and assigns will remove, store and reinstall topsoil removed from the easement corridor as a result of construction. Said topsoil, separate from bedding soil, will be temporarily stored within a nearby temporary construction easement.
11. Buyer hereby agrees that the finished grade will match the existing grade as it currently exists upon completion of the project.

12. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

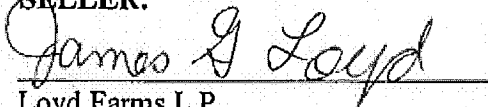
C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

13. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to execution shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

14. Paragraphs 6, 9-11 and 13 shall survive the closing.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**SELLER:**



Loyd Farms L.P.  
James G. Loyd, Resident Agent

**BUYER:**

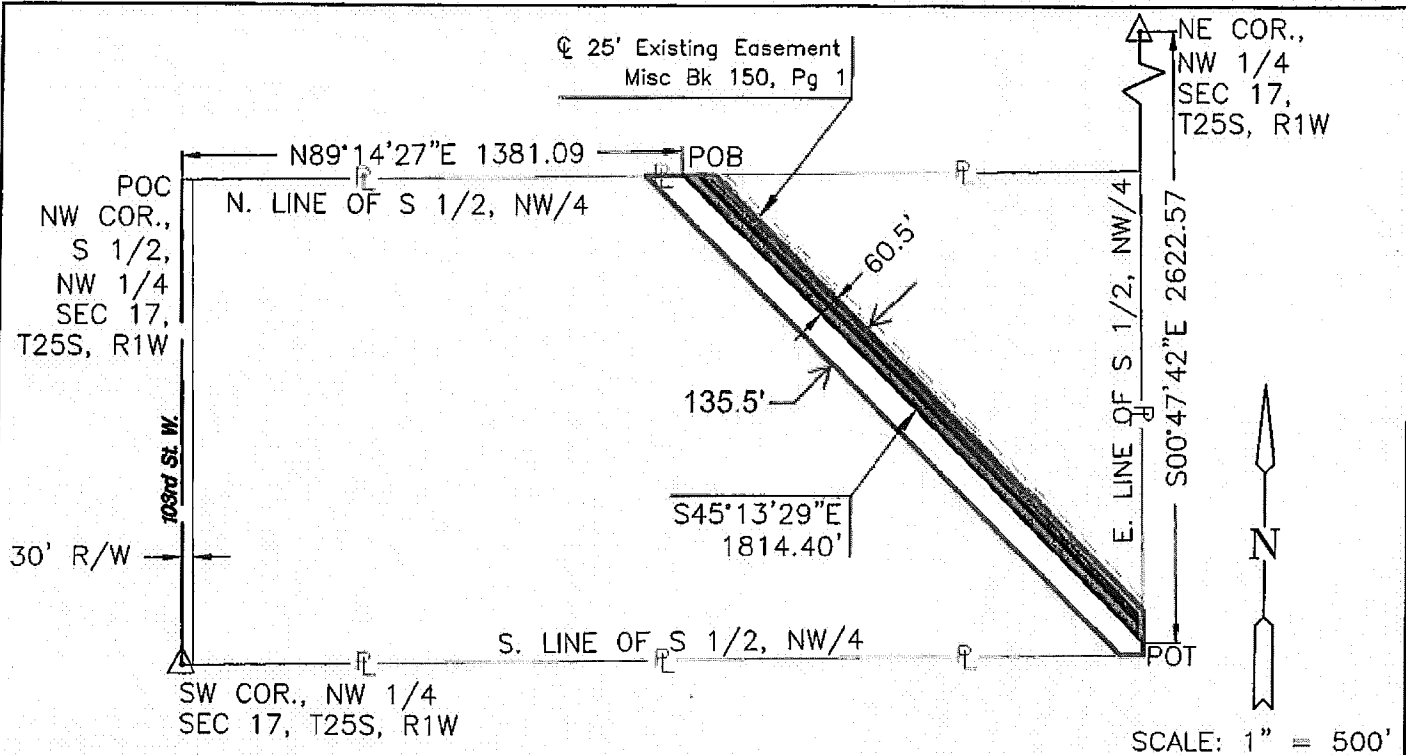
\_\_\_\_\_  
Carl Brewer, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law



#### EASEMENT:

A 60.5 feet wide strip of land lying on the left side (northeasterly side) of a line described as: Commencing at the northwest corner of the south half of the Northwest Quarter of Section 17, Township 25 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of N89°14'27"E, 1381.09 feet along the north line of said south half to the Point of Beginning; thence S45°13'29"E, 1814.40 feet to the Point of Termination, said point being on the east line of said south half and lying S00°47'42"E, 2622.57 feet from the northeast corner of said Northwest Quarter.

The above easement adjoins the southwesterly side of an easement described in Condemnation Case No. 104,110 and recorded in Miscellaneous Book 150, Page 1.

The sidelines of the above described strip of land are to be shortened or lengthened to form continuous lines and to terminate on the north line of said south half and on the east line of said south half.

Said tracts contain 2.44 acres, more or less.

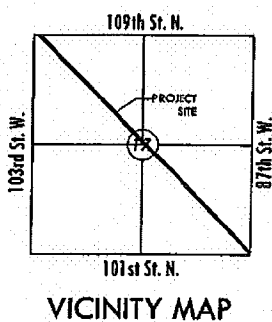
THIS MAP SHOWS THE EXTENTS OF THE TEMPORARY CONSTRUCTION EASEMENT

#### LEGEND

POC - Point of Commencement  
POB - Point of Beginning  
POT - Point of Termination

Easement (2.44 acres)

Proposed Water Line



#### OWNER:

Lloyd Farms LP  
P.O. BOX 379  
Sedgwick, KS



**CDM**  
Camp Dresser & McKee  
345 Riverview, Ste. 520  
Wichita, KS 67203  
Tel: (316) 856-6700  
consulting • engineering • construction • operations

**MKEC**  
ENGINEERING  
CONSULTANTS, INC.

I:\MAP\2009\08248\DWG APRIL 2009\TRACT MAPS\62a REV 021711.DWG  
THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

#### DIAGONAL TRANSMISSION MAIN AND RIVER INTAKE LINE

PROJECTNAME

**TRACT 62a**

SHEETTITLE

DFL

DESIGNED BY

APRIL 2009

SEPT. 2009 revised

FEB. 2011 revised

DATE

DSN/AAM

DRAWN BY

08248

JOHKO.

JCM

CHECKED BY

1 / 1

SHEET/OF



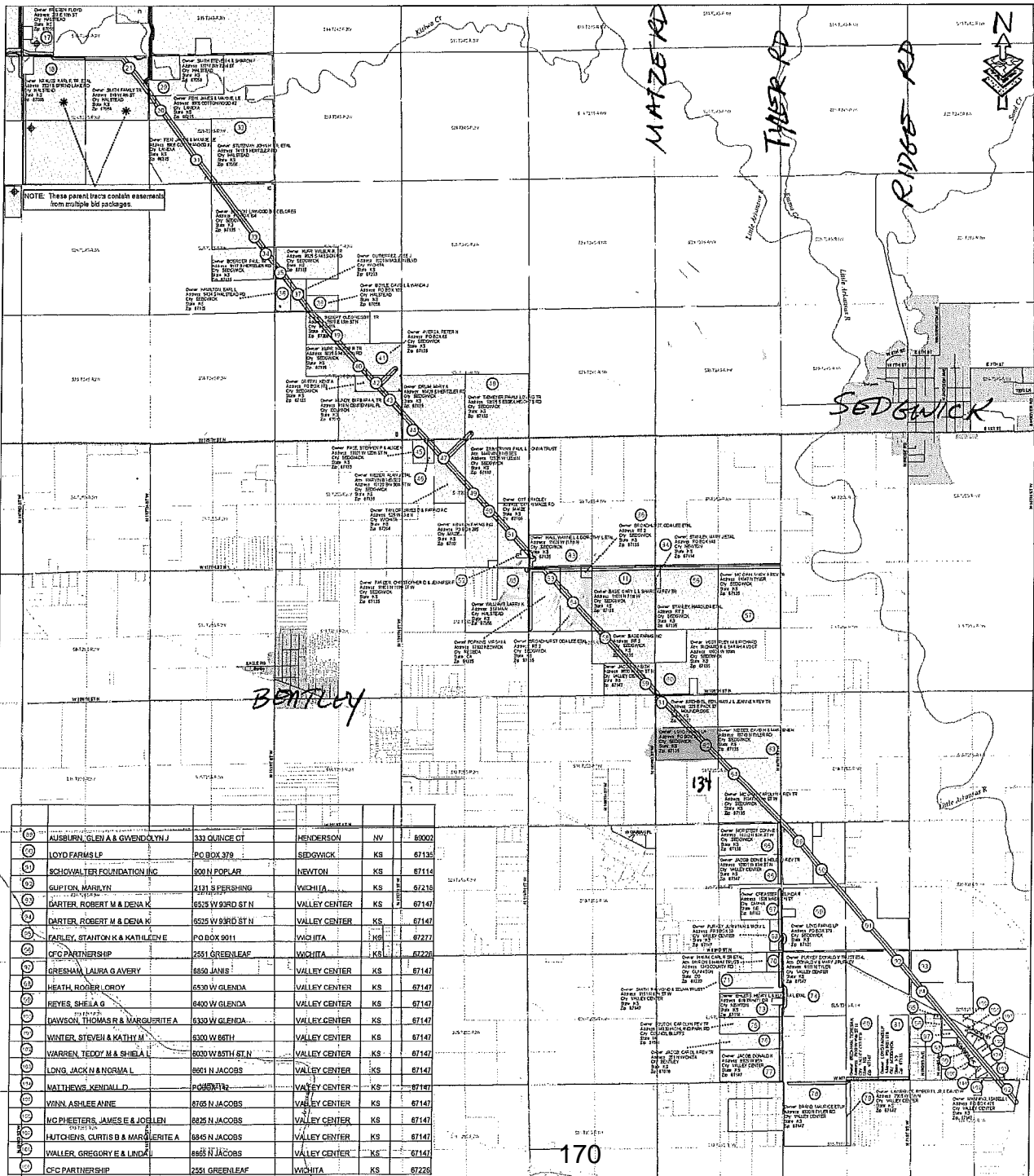
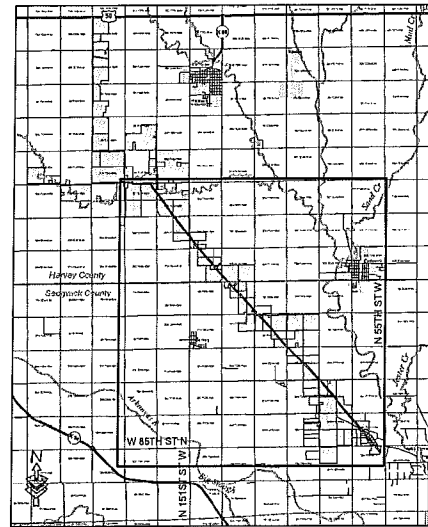
# BID PACKAGE 1

## Property Acquisition Map

**Legend**

- Section Lines
- City Limits
- County Boundaries
- Streets and Roads
- Highways
- Rivers and Streams
- Parent Tracts
- Bid Package 1 Easements
- Bid Package 2 Easements
- Bid Package 3 Easements
- Well Location
- RR # Well ID Number
- Parent Tract ID Number

Q:\2007\07665\Brent\Project GIS\ASR Bid Package2 Easements.mxd  
 Last saved 2/22/2009 by SAD  
 NAD\_1983\_StatePlane\_Kansas\_South\_FIPS\_1502\_Feet  
 Projection: Lambert Conformal Conic  
 Professional Engineering Consultants, P.A.  
 303 S. Toppa  
 Wichita, KS 67202  
 Ph. (316) 262-2691  
 © 2008 Professional Engineering Consultants, P.A.



**CITY OF WICHITA**  
**City Council Meeting**  
March 22, 2011

**TO:** Mayor and City Council

**SUBJECT:** Acquisition of a Tract Required for the Cowskin Creek Channel Improvement Project from Kellogg to Maple (District V)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the acquisition.

**Background:** In 2005, an easement of over 13.85 acres for ponding and flowage was acquired immediately north of Kellogg for the Cowskin Creek Channel Improvement project. In order to more fully meet the requirements of the project, it is now necessary to acquire the owner's remaining interest in the land, providing the City with fee simple ownership. In addition, during construction some amount of dirt was removed from the easement area. The owner has taken a position that the terms of the easement do not allow the removal of dirt from the site. Since the initial acquisition, part of the property has been sold leaving 12.25 acres to be acquired.

**Analysis:** The interests to be acquired were appraised for \$62,000. This amount was rejected and the owner has made a counter offer of \$150,000 for the land and the value of any dirt removed from the site. The property was approved for eminent domain. Continued negotiations resulted in the owner agreeing to donate the property to the City and accept \$33,000 for the dirt removed from the site.

**Financial Considerations:** The funding source is Storm Water Utility funds. A budget of \$35,000 is requested. This represents \$33,000 for the acquisition and \$2,000 for closing costs, title insurance and other miscellaneous costs.

**Goal Impact:** The acquisition of this parcel is necessary to Ensure Efficient Infrastructure.

**Legal Considerations:** The Law Department has approved the agreement as to form.

**Recommendation/Action:** It is recommended that the City Council 1) Approve the agreement and; 2) Authorize the necessary signatures.

**Attachments:** Real estate purchase agreement and tract map.

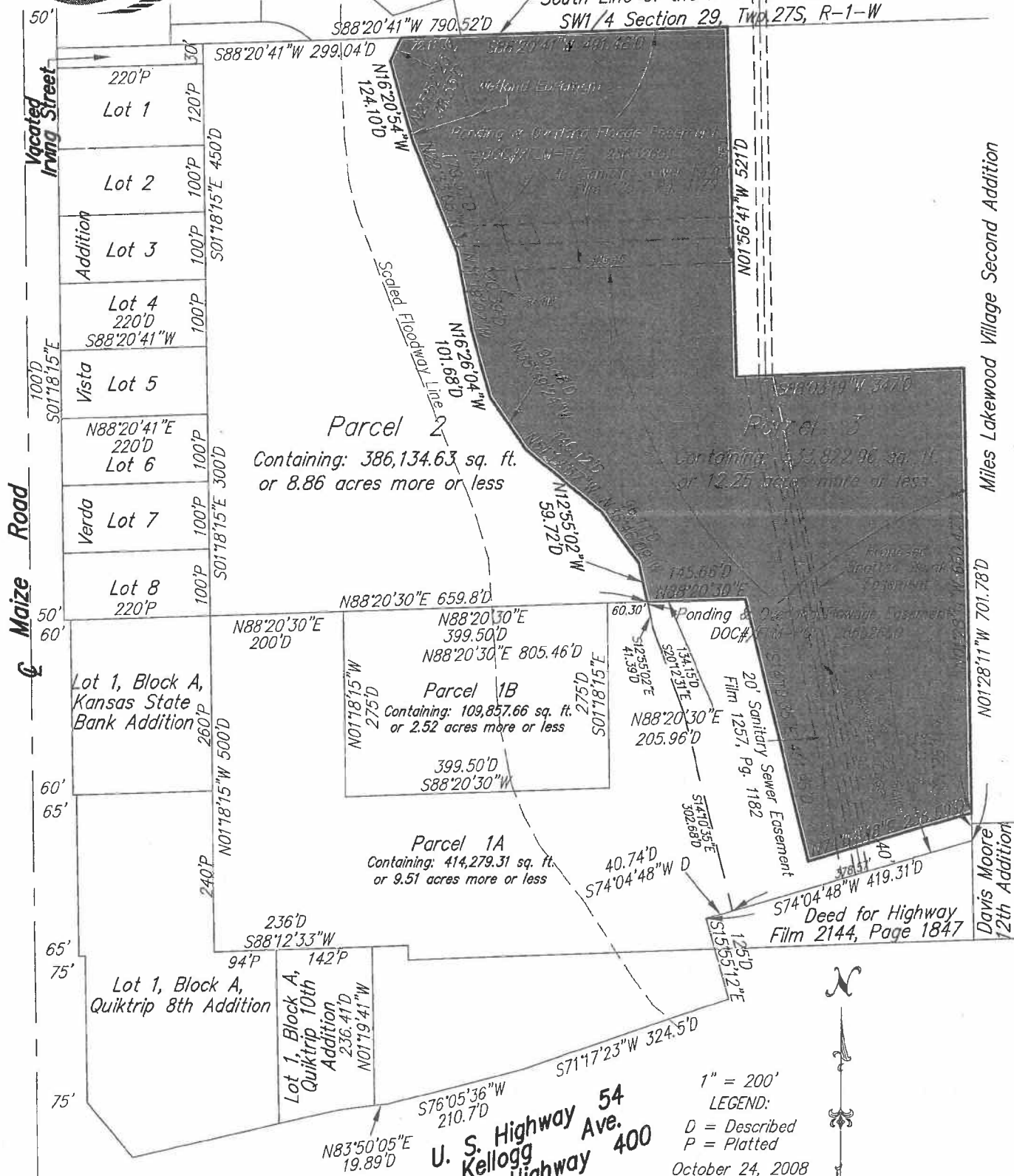


# Savoy Company, P.A.

433 S. Hydraulic  
Wichita, KS 67211-1911

PH (316) 265-0005  
FAX (316) 265-0275  
www.savoyco.com

South Line of the North 40 Acres of the  
SW 1/4 Section 29, Twp 27S, R-1-W



Mark A. Savoy

U. S. Highway 54  
Kellogg Ave. 400  
U. S. Highway 400  
Land Surveyors

1" = 200'  
LEGEND:  
D = Described  
P = Platted  
October 24, 2008  
PROJECT NO. 081109946 S

Brian N. Savoy



*Savoy Company, P.A.*

433 S. Hydraulic  
Wichita, KS 67211-1911

PH (316) 265-0005  
FAX (316) 265-0275  
www.savoyco.com

PARCEL 3

That part of the SW1/4 Section 29, Township 27, South, Range 1 West of the 6<sup>th</sup> P.M. Sedgwick County, Kansas described as Commencing at the N.E. corner of Lot 1, Block A, Kansas State Bank Addition, Wichita Sedgwick County, Kansas being a common corner of the S.E. corner of Lot 8, Verda Vista Sedgwick County, Kansas; thence N88°20'30"E along the common line as extended East, 659.8 feet to the point of Beginning, said point being on the West line of a Ponding and Overland Flowage Easement on DOC#/FLM-PG: 28652650; thence continuing N88°20'30"E, 145.66 feet; thence S14°10'35"E, 401.95 feet to a point 40 feet North of the North line of U.S. 54 Highway as deeded on Film 2144, Page 1847; thence N74°04'48"E parallel with and 40 feet North of said U.S. 54 Highway, 258.59 to a point on the West line of Miles Lakewood Village Second Addition, Wichita Sedgwick County, Kansas; thence N01°28'11"W, along the West line of said Miles Lakewood Village Second Addition, 660.47 feet to a bend point in said Miles Lakewood Village Second Addition; thence S88°03'19"W, along the South line of said Miles Lakewood Village Second Addition, 347 feet to a bend point; thence N01°56'41"W, along the West line of said Miles Lakewood Village Second Addition, 521 feet more or less to the N.W. corner of said Miles Lakewood Village Second Addition, said point being the South line of the North 40 acres of the SW1/4 of said Section 29; thence S88°20'41"W along the South line of the North 40 acres of said SW1/4, 491.48 feet to a point on the West line of a Ponding and Overland Flowage Easement on DOC#/FLM-PG: 28652651; thence S25°52'23"W along said Easement, 38.55 feet; thence S16°20'54"E, 124.1 feet; thence S22°33'08"E, 179.57 feet; thence S11°19'07"E along the West line of a Ponding and Overland Flowage Easement on DOC#/FLM-PG: 28652651, and DOC#/FLM-PG: 28652650, 120.39 feet; thence S16°26'04"E along Said DOC#/FLM-PG: 28652650, 101.68 feet; thence S35°39'24"E, 95.48 feet; thence S51°17'57"E, 146.12 feet; thence S36°46'09"E, 96.11 feet; thence S12°55'02"E, 59.72 feet to the point of beginning.

## REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between Larry D. Coleman, a single person and Coleman Ventures, LLC, a Kansas limited liability corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to donate and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

That part of the SW1/4 Section 29, Township 27, South, Range 1 West of the 6<sup>th</sup> P.M. Sedgwick County, Kansas described as Commencing at the N.E. corner of Lot 1, Block A, Kansas State Bank Addition, Wichita Sedgwick County, Kansas being a common corner of the S.E. corner of Lot 8, Verda Vista Sedgwick County, Kansas; thence N88°20'30"E along the common line as extended East, 659.8 feet to the point of Beginning, said point being on the West line of a Ponding and Overland Flowage Easement on DOC#/FLM-PG: 28652650; thence continuing N88°20'30"E, 145.66 feet; thence S14°10'35"E, 401.95 feet to a point 40 feet North of the North line of U.S. 54 Highway as deeded on Film 2144, Page 1847; thence N74°04'48"E parallel with and 40 feet North of said U.S. 54 Highway, 258.59 to a point on the West line of Miles Lakewood Village Second Addition, Wichita Sedgwick County, Kansas; thence N01°28'11"W, along the West line of said Miles Lakewood Village Second Addition, 660.47 feet to a bend point in said Miles Lakewood Village Second Addition; thence S88°03'19"W, along the South line of said Miles Lakewood Village Second Addition, 347 feet to a bend point; thence N01°56'41"W, along the West line of said Miles Lakewood Village Second Addition, 521 feet more or less to the N.W. corner of said Miles Lakewood Village Second Addition, said point being the South line of the North 40 acres of the SW1/4 of said Section 29; thence S88°20'41"W along the South line of the North 40 acres of said SW1/4, 491.48 feet to a point on the West line of a Ponding and Overland Flowage Easement on DOC#/FLM-PG: 28652651; thence S25°52'23"W along said Easement, 38.55 feet; thence S16°20'54"E, 124.1 feet; thence S22°33'08"E, 179.57 feet; thence S11°19'07"E along the West line of a Ponding and Overland Flowage Easement on DOC#/FLM-PG: 28652651, and DOC#/FLM-PG: 28652650, 120.39 feet; thence S16°26'04"E along Said DOC#/FLM-PG: 28652650, 101.68 feet; thence S35°39'24"E, 95.48 feet; thence S51°17'57"E, 146.12 feet; thence S36°46'09"E, 96.11 feet; thence S12°55'02"E, 59.72 feet to the point of beginning.

2. In addition to said donation, Buyer hereby agrees to pay to Seller the sum of Thirty Three Thousand Dollars and Zero Cents (\$33,000.00) in the manner following to-wit: cash at closing. Said payment shall represent full compensation and settlement of all claims arising from Buyer's removal of dirt from the subject property prior to the donation, and release Buyer from all other claims or causes of action, if any, including attorney fees, that arise out of Seller's ownership of the subject property. Seller agrees to indemnify

Buyer against any third party claims relating to the subject property that arise prior to the date of closing.

3. A title insurance company's commitment to insure or a complete abstract of title certified to date, to the above-described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
6. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.
7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before May 31, 2011.
9. Possession to be given to Buyer at closing
10. Closing costs shall be paid 50% by Buyer and 50% by Seller.
11. Site Assessment
  - A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.
  - B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within

ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**BUYER:**


City of Wichita, KS, a municipal corporation

\_\_\_\_\_  
Carl Brewer, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

**SELLER:**

  
\_\_\_\_\_  
Larry D. Coleman

Coleman Ventures, LLC

  
\_\_\_\_\_  
Larry D. Coleman, Managing Member

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

**CITY OF WICHITA**  
**City Council Meeting**  
March 22, 2011

**TO:** Mayor and City Council

**SUBJECT:** Acquisition of a Temporary Easement at 3538 South Seneca for the Seneca, 31<sup>st</sup> Street South to Interstate 235 Road Improvement Project (District IV)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the acquisition.

**Background:** On April 6, 2010, the City Council approved the design concept and the funding to acquire right-of-way for the Seneca Street improvement project between 31<sup>st</sup> Street South and Interstate 235. The roadway will be widened to five lanes with four through lanes and a center, two-way turn lane. There will be new sidewalks on each side of Seneca. The traffic signals and the drainage system will be upgraded during construction. The property at 3538 South Seneca is improved with a single family residence. It is necessary to obtain a temporary easement at the driveway to match the grade of the driveway approach with the improved road corridor. The proposed temporary easement consists of 330 square feet.

**Analysis:** The owner agreed to accept the estimated appraised value of \$100, or \$0.30 per square foot.

**Financial Considerations:** The funding source is General Obligations Bonds. A budget of \$150 is requested. This includes \$100 for the acquisition and \$50 for closing costs and related charges.

**Goal Impact:** The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

**Legal Considerations:** The Law Department has approved the easement as to form.

**Recommendation/Action:** It is recommended that the City Council; 1) Accept the easement and 2) Approve the budget.

**Attachments:** Aerial map, tract map and temporary construction easement.



# 3538 S SENECA

## D111193



Identified Features  
Selected Features

Delano Overlay District

NO

YES

Property Parcels

Roads

State Highway

US Federal Highway

Interstate

KTA

Arterial

Collector

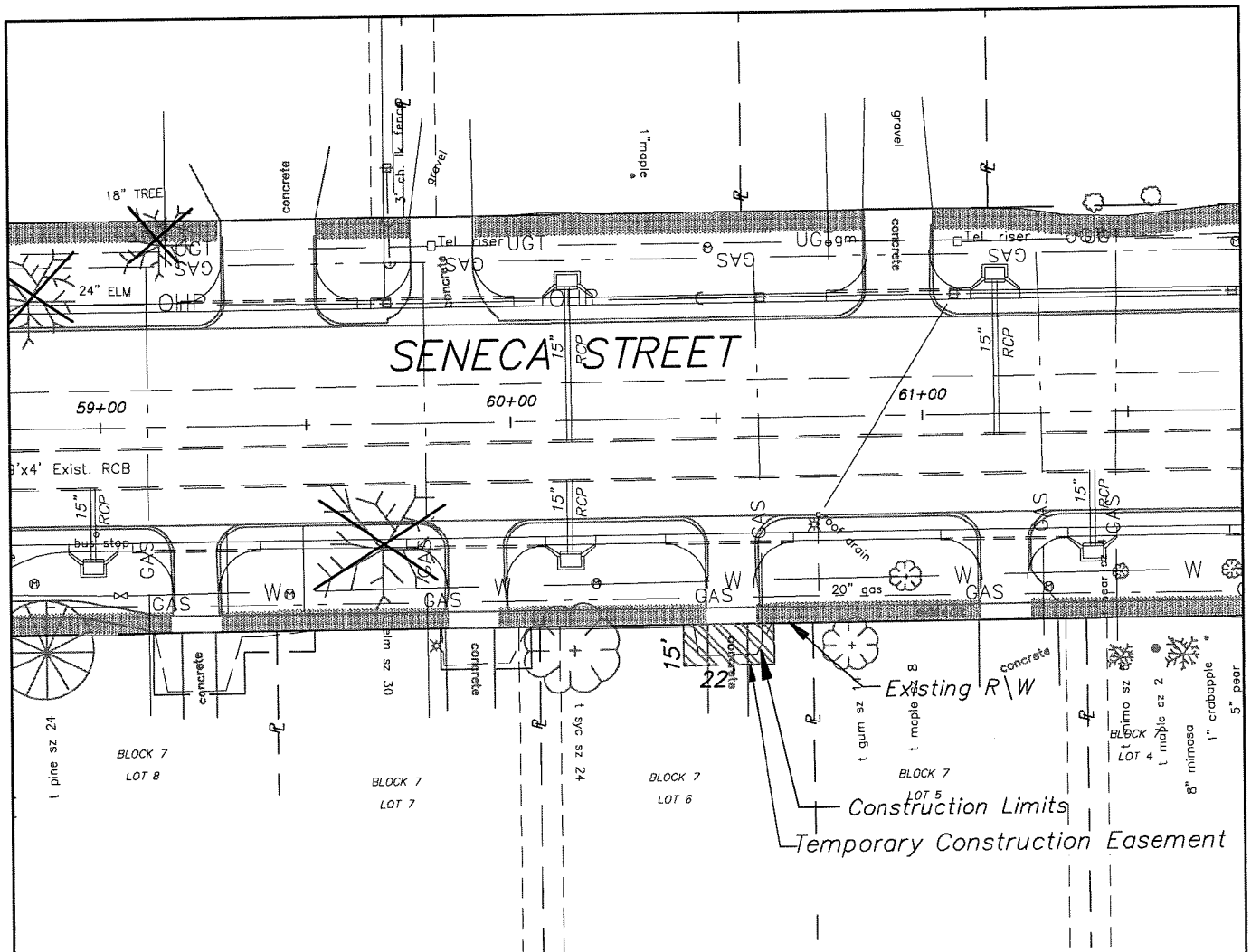
Minor

Ramp


Printed: 5/11/2010 10:55:33 AM  
Powered by GeoServer



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



Michael Smith  
3538 S SENECA

 Temporary Construction Easement

*Proposed Temporary Construction Easement Legal Description:*

*A tract of land lying in the Northwest Quarter, Section 8, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas more particularly described as follows:*

*The North 22 feet of the South 57 feet of the West 10 feet of Lot 6, Block 7, Brentwood, an Addition to Wichita, Kansas.*

**Tax Key # D 11193**

**Proposed Right-of-way Acquisition Size: 330 Sq. Ft. +/-**

SENECA STREET  
1-235 TO 31st STREET  
**TRACT MAP**  
MICHAEL SMITH  
SEC 8-T28S-R1E



SCALE: 1"=40'

March 22, 2010

## TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 28<sup>th</sup> day of February, 2011, by and between Michael Smith, party of the first part, and the City of Wichita, Kansas, a municipal corporation, party of the second part.

WITNESSETH: That the said Grantor, in consideration of the sum of One Hundred Dollars and No Cents (\$100) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

As temporary construction easement:

A tract of land lying in the Northwest Quarter, Section 8, Township 28 South, Range 1 East of the 6<sup>th</sup> P.M., Wichita, Sedgwick County, KS, more particularly described as follows:

The North 22 feet of the South 57 feet of the West 10 feet of Lot 6, Block 7, Brentwood, an addition to Wichita, Kansas.

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed. This temporary easement shall expire automatically at the end of construction or at three years from execution of said document, whichever comes first.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

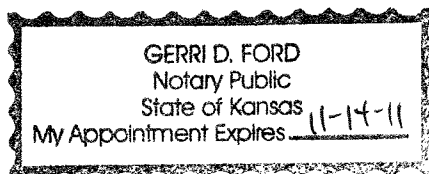
Michael Smith  
Michael Smith

STATE OF KANSAS     )  
                                  ) ss:  
SEDGWICK COUNTY    )

This instrument was acknowledged before me on 28<sup>th</sup> day of February, 2011 by Michael Smith

[Signature]  
Notary Public

My Commission Expires: 11-14-11



**CITY OF WICHITA**  
**City Council Meeting**  
March 22, 2011

**TO:** Mayor and City Council

**SUBJECT:** Partial Acquisition of 3417 together with 3423 South Seneca for the Seneca, 31<sup>st</sup> Street South to Interstate 235 Road Improvement Project (District IV)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the acquisition.

**Background:** On April 6, 2010, the City Council approved the design concept and the funding to acquire right-of-way for the Seneca Street improvement project between 31<sup>st</sup> Street South and Interstate 235. The roadway will be widened to five lanes with four through lanes and a center, two-way turn lane. There will be new sidewalks on each side of Seneca. The traffic signals and the drainage system will be upgraded during construction. The properties at 3417 and 3423 South Seneca are adjacent to one another and are owned by the same party. Both properties are zoned for residential use and are improved with single family houses. It is necessary to acquire a twenty foot wide strip of land from both properties to accommodate the widening of Seneca and the installation of a sidewalk. The area of the taking at 3417 Seneca consists of 1,134 square feet; the area of the taking at 3423 Seneca consists of 2,115 square feet.

**Analysis:** The improvements at 3423 Seneca are distanced from the project and are not impacted. The estimated appraised value of 3423 Seneca is \$2,120, or \$1.00 per square foot. The distance of the improvements at 3417 Seneca from the right-of-way line will be reduced from 37 feet from to 17 feet. The mature trees along the existing right-of-way will be removed. The estimated appraised value of 3417 Seneca is \$7,120, which is \$1,125 (\$1.00 per square foot) for right-of-way and \$5,995 as proximity damages to the improvements and loss of mature trees.

The combined offer for 3417 Seneca and 3423 Seneca is \$9,240 which is comprised of \$2,120 for 3423 Seneca and \$7,120 for 3417 Seneca. The owner rejected the estimated market value of \$9,240 citing the assemblage of the two properties as having more value per square foot than offered. Through negotiation, the owner has agreed to accept \$11,240 for both takings. This amount is comprised of \$1.16 per square foot for the road right-of-way at each property plus \$5,995 for proximity damages and the loss of trees at 3417 Seneca.

**Financial Considerations:** The funding source is General Obligations Bonds. A budget of \$12,240 is requested. This includes \$11,240 for the acquisition and \$1,000 for closing costs and related charges.

**Goal Impact:** The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

**Legal Considerations:** The Law Department has approved the agreement as to form.

**Recommendation/Action:** It is recommended that the City Council 1) Accept the easements; 2) Approve the budget; and 3) Authorize the necessary signatures.

**Attachments:** Real estate purchase agreement, tract maps and aerial map.

## REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 22 day of February, 2011 by and between HECTOR URBINA AND MAUEL URBINA, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real properties, situated in Sedgwick County, Kansas, to-wit:

(Parcel 7) All of the West 20 feet of the East 50 feet of the following described tract:

A tract of land beginning 162.5 feet North of the Southeast Corner of the North 50 acres of the East half of the Northeast Quarter, Section 7, Township 28 South, Range 1 East of the 6<sup>th</sup> P.M., Wichita, Sedgwick County, Kansas; thence West 265 feet; thence South 56.72 feet; thence East 265 feet to the East line of the Northeast Quarter; thence North 56.72 feet to the point of beginning.

And

(Parcel 8) All of the West 20 feet of the East 50 feet of the following described tract:

A tract of land beginning at the Southeast Corner of the North 50 acres of the East half of the Northeast Quarter of Section 7, Township 28 South, Range 1 East of the 6<sup>th</sup> P.M., Wichita, Sedgwick County, Kansas; thence west along the North line of Enterprise 2<sup>nd</sup> Addition 265 feet; thence North 105.78 feet; thence East 265 feet to the east line of the Northeast Quarter; thence South 105.78 feet to the point of beginning.

2. The Buyer hereby agrees to purchase and pay to the Seller, as consideration for the conveyance to him of the above-described real property and damages to the properties including but not limited to trees and proximity, the sum of Eleven Thousand Two Hundred Forty Dollars and Zero Cents (\$11,240) in the manner following to-wit: cash at closing.
3. A title insurance company's commitment to insure or a complete abstract of title certified to date, to the above-described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller

and 100% by Buyer.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
6. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.
7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before March 31, 2011.
9. Possession to be given to Buyer at closing
10. Closing costs shall be paid 100% by Buyer and 0% by Seller.
11. Site Assessment
  - A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.
  - B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.
12. The parties covenant and agree that except for closing, title insurance and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**SELLER:**

Hector G. Urbina 02-23-11  
Hector Urbina

Manuel Urbina 02-23-11  
Manuel Urbina

**BUYER:**

City of Wichita, KS, a municipal corporation

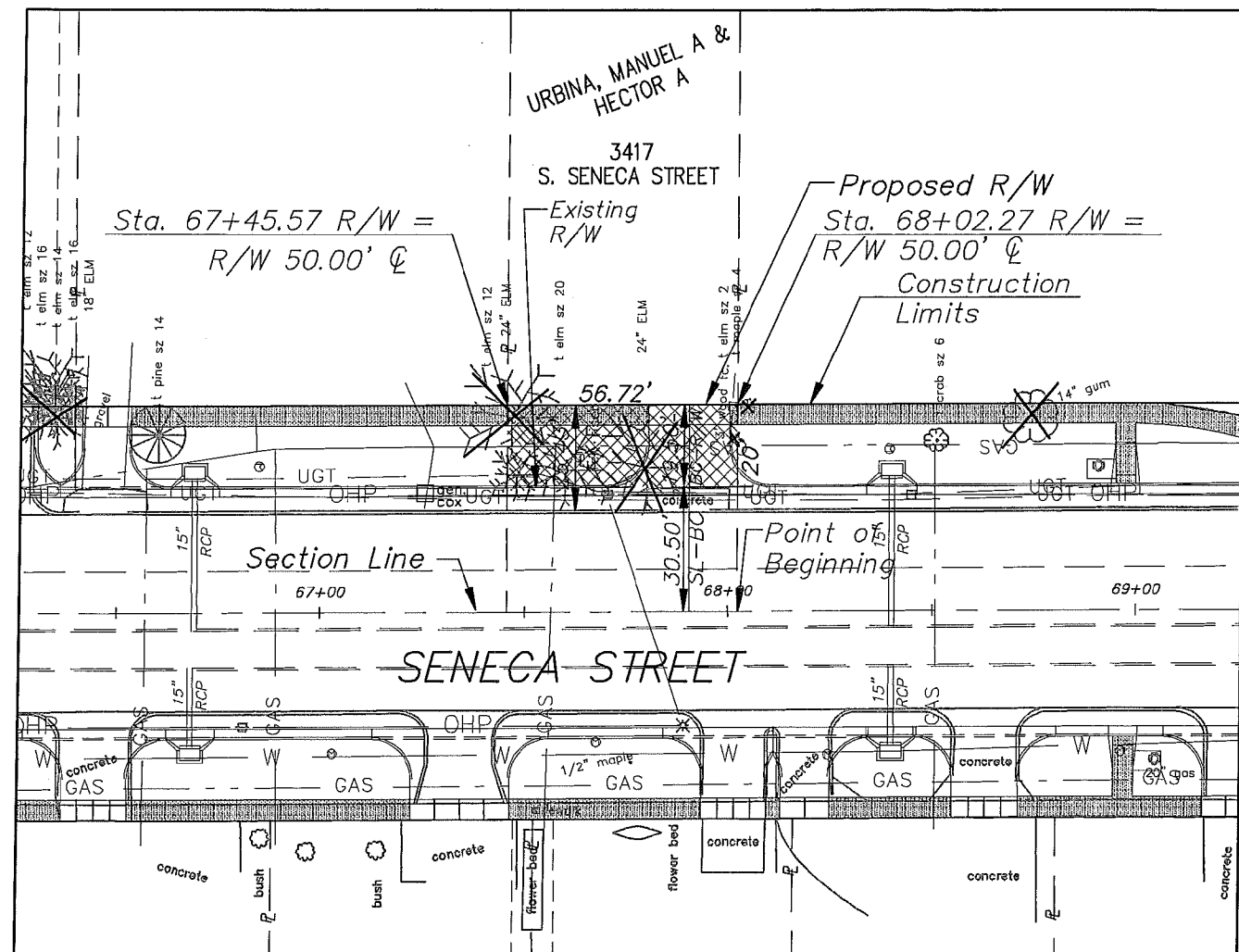
\_\_\_\_\_  
Carl Brewer, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law




Urbina, Manuel A & Hector A

Proposed R/W ACQ. LEGAL

All of the West 20.00 feet of the East 50.00 feet of the following described tract:


A tract of land beginning 162.5 feet North of the Southeast Corner of the North 50 acres of the East half of the Northeast Quarter, Section 7, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas; thence West 265 feet; thence South 56.72 feet; thence East 265 feet to the East line of the Northeast Quarter; thence North 56.72 feet to the point of beginning.

 Proposed Right-of-Way

Tax Key # D 06122063U

Proposed Right-of-way Acquisition Size: 1,134.4 Sq. Ft. +/-

SENECA STREET  
I-235 TO 31st STREET  
**TRACT MAP**  
URBINA, MANUEL A & HECTOR A  
SEC 7-T28S-RIE

  
SCALE: 1"=40'

Page 1 of 2

May 04, 2010





# 3423 S SENECA

D06122063T0001



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Powered By GeoSmart

- ☒ Identified Features
- ☐ Property
- ☐ Parcels
- Roads**
  - State Highway
  - US Federal Highway
  - Interstate
  - KTA
  - Arterial
  - Collector
  - Minor
  - Ramp



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.





# 3417 S SENECA

D06122063U



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Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



City of Wichita  
City Council Meeting  
March 22, 2011

**TO:** Mayor and City Council

**SUBJECT:** Contract Amendment, Catholic Charities, Inc.

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Consent

---

**Recommendation:** Approve the contract amendment and authorize the necessary signatures.

**Background:** On September 15, 2009, the City Council authorized a Contract Agreement with Catholic Charities, Inc. in the amount of \$422,117 for operation of the Rapid Re-Housing component of the Homelessness Prevention and Rapid Re-Housing Program (HPRP). The source of funds for the contracts is the American Recovery and Reinvestment Act of 2009, which were allocated to the City by the U.S. Department of Housing and Urban Development (HUD). Due to the increased need in our community for rapid re-housing assistance, Catholic Charities, Inc. has requested an additional \$74,491 to provide assistance for program participants to obtain housing.

**Analysis:** The City of Wichita designated \$422,117 for Rapid Re-Housing with \$74,491 designated for related services. This latter amount has not yet been allocated. Increasing the amount of the Contract Agreement with Catholic Charities, Inc. will allow the City to fully expend these funds as designated.

**Financial Considerations:** All funds associated with this contract are federal. No City general funds are impacted by the contract amendment.

**Goal Impact:** Services provided by this activity support the Dynamic Core Area and Vibrant Neighborhoods, Economic Vitality and Affordable Living and Quality of Life goals.

**Legal Considerations:** The Law Department has reviewed and approved the contract amendment has as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the contract amendment and authorize the necessary signatures.

**Attachments:** Contract amendment.

**Second Amendment to the  
Contract Agreement between  
The City of Wichita Housing and Community Services Department and  
Catholic Charities, Inc.**

**THIS CONTRACT AMENDMENT** is executed this 22<sup>nd</sup> day of March, 2011, by and between the City of Wichita Housing and Community Services Department (hereinafter called the City) and Catholic Charities, Inc., (hereinafter called the Subrecipient).

**WITNESSETH THAT:**

**WHEREAS**, the City of Wichita has entered into a contract with the United States of America for the implementation of a program of local assistance for the City of Wichita for implementation of the Homelessness Prevention and Rapid Re-Housing Program (HPRP); and

**WHEREAS**, on September 15, 2009 the Wichita City Council approved a contract agreement in the amount of \$422,117 with Catholic Charities, Inc. for the implementation of an HPRP program; and

**WHEREAS**, the above named parties now wish to modify and amend said Contract for the purposes of modifying the total of payments to increase the amount of funds available for program needs;

**NOW, THEREFORE**, the above named parties hereby agree, covenant and contract that the terms of the original contract dated the 1<sup>st</sup> day of October, 2009, as previously amended, are hereby reaffirmed and re-executed for and on behalf of these parties, except for the following clarifications, amendments, modifications and changes:

- A. SECTION 3. COMPENSATION AND USE OF FUNDS, Total of Payments, is hereby amended to read as follows:

Total amount of funds provided by the City to the not-profit subgrantee under this Agreement shall not exceed \$503,608. At the sole discretion of the City, any funds deemed to be in excess of the need to comply with the scope of services, will be de-obligated from this Agreement and made available for other eligible program costs, as determined appropriate by the City. Pursuant to the Grant Agreement between the City and HUD, the City shall also have the discretion to increase the amount of funds at a time in the future and as dictated by program needs.

**SUBRECIPIENT**

---

Cynthia N. Colbert,  
Catholic Charities, Inc.

---

Date

**CITY OF WICHITA**

---

Carl Brewer, Mayor  
City of Wichita

---

Date

**ATTEST:**

---

Karen Sublett, City Clerk  
City of Wichita

---

Date

**APPROVED AS TO FORM:**

---

Gary E. Rebenstorf, City Attorney  
City of Wichita

---

Date

City of Wichita  
City Council Meeting  
March 22, 2011

**TO:** Mayor and City Council

**SUBJECT:** Contract Amendments, United Way of the Plains

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Consent

---

**Recommendation:** Approve the contract amendments and authorize the necessary signatures.

**Background:** On September 15, 2009, the City Council authorized a Contract Agreement with United Way of the Plains in the amount of \$422,117, for operation of the Homelessness Prevention component of the Homelessness Prevention and Rapid Re-Housing Program (HPRP). This Agreement was amended on February 15, 2011, to increase the total of payments to \$496,608 to provide rent and utility assistance for eligible HPRP program applicants.

On July 21, 2009, the City Council authorized a Contract Agreement with United Way of the Plains in the amount of \$116,849, for the Data Collection and Evaluation component of the Homelessness Prevention and Rapid Re-Housing Program.

The source of funds for both contracts is the American Recovery and Reinvestment Act of 2009. The City received an HPRP allocation through the U.S. Department of Housing and Urban Development (HUD) by formula.

Due to the increased need in our community for homelessness prevention, United Way has requested to redirect a total of \$41,742.64 from the Data Collection and Evaluation activities to be used for homelessness prevention assistance.

**Analysis:** The City of Wichita has the flexibility to expend HPRP funds for eligible activities in order to meet the needs in our community. This budget adjustment is in accordance with federal guidelines pertaining to the HPRP program.

**Financial Considerations:** All funds associated with these contracts are federal. No City general funds are impacted by the contract amendments.

**Goal Impact:** Services provided by this activity support the Dynamic Core Area and Vibrant Neighborhoods, Economic Vitality and Affordable Living and Quality of Life goals.

**Legal Considerations:** The Law Department has reviewed and approved the contract amendments as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the contract amendment and authorize the necessary signatures.

**Attachments:** Contract amendments.

**Second Amendment to the  
Contract Agreement between  
The City of Wichita Housing and Community Services Department and  
United Way of the Plains**

**THIS CONTRACT AMENDMENT** is executed this 22<sup>nd</sup> day of March, 2011, by and between the City of Wichita Housing and Community Services Department (hereinafter called the City) and The United Way of the Plains, (hereinafter called the Subrecipient).

**WITNESSETH THAT:**

**WHEREAS**, the City of Wichita has entered into a contract with the United States of America for the implementation of a program of local assistance for the City of Wichita for implementation of the Homelessness Prevention and Rapid Re-Housing Program (HPRP); and

**WHEREAS**, on July 21, 2009 the Wichita City Council approved a contract agreement in the amount of \$116,849 with United Way of the Plains for the implementation of an HPRP program; and

**WHEREAS**, the above named parties now wish to modify and amend said Contract for the purposes of modifying the total of payments to decrease the amount of funds available for program needs;

**NOW, THEREFORE**, the above named parties hereby agree, covenant and contract that the terms of the original contract dated the 1<sup>st</sup> day of August, 2009, are hereby reaffirmed and re-executed for and on behalf of these parties, except for the following clarifications, amendments, modifications and changes:

- A. SECTION 3. COMPENSATION AND USE OF FUNDS, Total of Payments, is hereby amended to read as follows:

Total amount of funds provided by the City to the not-profit subgrantee under this Agreement shall not exceed \$75,106.36. At the sole discretion of the City, any funds deemed to be in excess of the need to comply with the scope of services, will be de-obligated from this Agreement and made available for other eligible program costs, as determined appropriate by the City. Pursuant to the Grant Agreement between the City and HUD, the City shall also have the discretion to increase the amount of funds at a time in the future and as dictated by program needs.

**SUBRECIPIENT**

---

Patrick Hanrahan, President  
United Way of the Plains

---

Date

**CITY OF WICHITA**

---

Carl Brewer, Mayor  
City of Wichita

---

Date

**ATTEST:**

---

Karen Sublett, City Clerk  
City of Wichita

---

Date

**APPROVED AS TO FORM:**

---

Gary E. Rebenstorf, City Attorney  
City of Wichita

---

Date

**Third Amendment to the  
Contract Agreement between  
The City of Wichita Housing and Community Services Department and  
United Way of the Plains**

**THIS CONTRACT AMENDMENT** is executed this 22<sup>nd</sup> day of March, 2011, by and between the City of Wichita Housing and Community Services Department (hereinafter called the City) and The United Way of the Plains, (hereinafter called the Subrecipient).

**WITNESSETH THAT:**

**WHEREAS**, the City of Wichita has entered into a contract with the United States of America for the implementation of a program of local assistance for the City of Wichita for implementation of the Homelessness Prevention and Rapid Re-Housing Program (HPRP); and

**WHEREAS**, on September 15, 2009 the Wichita City Council approved a contract agreement in the amount of \$422,117 with United Way of the Plains for the implementation of an HPRP program; and

**WHEREAS**, on February 15, 2011 the Wichita City Council approved a contract amendment to increase the total of payments to \$496,608; and

**WHEREAS**, the above named parties now wish to modify and amend said Contract for the purposes of modifying the total of payments to increase the amount of funds available for program needs including rent and utility assistance to eligible participants;

**NOW, THEREFORE**, the above named parties hereby agree, covenant and contract that the terms of the original contract dated the 1<sup>st</sup> day of October, 2009, as previously amended, are hereby reaffirmed and re-executed for and on behalf of these parties, except for the following clarifications, amendments, modifications and changes:

- A. SECTION 3. COMPENSATION AND USE OF FUNDS, Total of Payments, is hereby amended to read as follows:

Total amount of funds provided by the City to the not-profit subgrantee under this Agreement shall not exceed \$545,350.64. At the sole discretion of the City, any funds deemed to be in excess of the need to comply with the scope of services, will be de-obligated from this Agreement and made available for other eligible program costs, as determined appropriate by the City. Pursuant to the Grant Agreement between the City and HUD, the City shall also have the discretion to increase the amount of funds at a time in the future and as dictated by program needs.

**SUBRECIPIENT**

\_\_\_\_\_  
Patrick Hanrahan, President  
United Way of the Plains

\_\_\_\_\_  
Date

**CITY OF WICHITA**

\_\_\_\_\_  
Carl Brewer, Mayor  
City of Wichita

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk  
City of Wichita

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney  
City of Wichita

\_\_\_\_\_  
Date

City of Wichita  
City Council Meeting  
March 22, 2011

**TO:** Mayor and City Council

**SUBJECT:** Abatement of Dangerous & Unsafe Structures (Districts I, II, V and VI)

**INITIATED BY:** Office of Central Inspection

**AGENDA:** Consent

---

**Recommendation:** Approve the assessments and ordinances.

**Background:** The Office of Central Inspection supports neighborhood maintenance and improvement through abatement of public nuisances under Titles 18 and 20 of the City Code. State law and local ordinances allow the City to demolish or board up and secure private property that is in violation of Housing and/or Building Code standards, after proper notification of the responsible party/parties. A private contractor or City staff performs the work, and the Office of Central Inspection bills the cost to the property owner.

**Analysis:** State law and City ordinance allow placement of the demolition and board-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the demolition and board up abatements in question, and Office of Central Inspection is requesting permission for the Department of Finance to process the necessary special assessments.

**Financial Considerations:** Statements of Charges will be mailed to the property owners on April 8, 2011. The property owners have 30 days from date of statement to pay their assessment and avoid paying interest. The interest added to the principal amount will be determined by the rate at which the February 2011 bonds sold. The principal and interest will then be spread for one year and placed on the 2011 tax roll.

**Goal Impact:** This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods. Dangerous building condemnation actions, including demolitions and emergency property board-ups, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

**Legal Considerations:** The assessments are in accordance with City Code 18.16.070, 18.16.080 and 18.16.090.

**Recommendations/Actions:** It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

**Attachments:** Property List – Special Assessments

<u>Tax Key #</u>	<u>PIN #</u>	<u>Location</u>		<u>Amount</u>	<u>District #</u>
C-09106	153812	1510 N Grove	demolition (condemnation)	\$4,521.27	I
D-17496	218700	708 N Anna	demolition (condemnation)	\$9,617.17	VI
C-53605	480289	700 N Beech #37	emergency board-up	\$127.31	II
D-11606	212784	500 N Hoover	emergency board-up	\$92.33	V
C-16773	162470	1727 N Bluff	emergency board-up	\$371.82	I
D-09086	210200	3417 W St. Louis	emergency board-up	\$202.12	VI
A-05347	105635	2321 N Fairview	emergency board-up	\$217.74	VI
B-06923	126460	427 S Pattie	emergency board-up	\$150.21	I

\_\_\_\_\_ Published in the Wichita Eagle on April 8, 2011

ORDINANCE NO. **48-977**

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (**BUILDING EMERGENCY BOARD-UP**) UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

Legal of Parcel in Benefit District	Assessment
ODD & EVEN LOTS 1 TO 46 INC EXC LOTS 22-23-24-25 BLOCK 3 MC CLAREN ADD	127.31
LOTS 22-24 FAIRVIEW AVE. WALTER MORRIS & SONS 2ND. ADD.	217.74
LOT 15 BLOCK A UNIVERSITY PARK 2ND. ADD.	371.82
E 1/2 ACRE LOT 28 EXC E 30 FT FOR ST. KNIGHT ACRES	202.12
W 85.525 FT LOT 11 BLOCK 17 FRUITVALE PARK	92.33
LOTS 145-147 HUNTER'S 3RD ADD.	150.21

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2011** and

shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **5th day of April, 2011.**

---

Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

(SEAL)

Approved as to form

---

Gary E. Rebenstorf, Director of Law

\_\_\_\_ Published in the Wichita Eagle on April 8, 2011

**ORDINANCE NO. 48-978**

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE **(BUILDING CONDEMNATION-DEMOLITION )** UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

<b>Legal of Parcel in Benefit District</b>	<b>Assessment</b>
LOT 5 MC COOL & LAMBE'S ADD.	4,521.27
LOT 9 GROVE'S ADD.	9,617.17

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2011** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **5th day of April, 2011.**

---

Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

(SEAL)

Approved as to form

---

Gary E. Rebenstorf, Director of Law

City of Wichita  
City Council Meeting  
March 22, 2010

**TO:** Mayor and City Council

**SUBJECT:** Snow and Ice Budget Adjustment (All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

-----

**Recommendation:** Approve the budget adjustment.

**Background:** The 2011 Snow and Ice budget was appropriated \$260,120 in its commodities budget for de-icing materials, plow blades, etc. Freezing precipitation, snow and wind, combined with frigid temperatures in January and February have over extended the commodities portion of the snow and ice budget. To date, including outstanding invoices and pending orders, \$290,120 has been spent.

Salt storage facilities are currently filled to capacity and it is hoped that this supply will last through the end of April. However, if other significant snow and ice storms occur, the City Council could be asked to approve additional transfers. It is important that material be adequately funded to ensure the safety of the public and support the local economy.

**Analysis:** The Snow and Ice commodities budget has been overspent and a budget adjustment is needed to address the shortfall. It is requested that the Snow and Ice commodity budget be increased by \$30,000.

**Financial Considerations:** Funds are available in other line items in the Snow and Ice budget as follows: \$20,000 from contractals and \$10,000 from capital outlay.

**Goal Impact:** This budget adjustment will support the Safe and Secure Communities goal by insuring the continued safety and mobility of the travelling public, and the Efficient Infrastructure goal by providing dependable, passable highways and streets.

**Legal Considerations:** All budget adjustments over \$25,000 require the City Council approval.

**Recommendation/Action:** It is recommended that the City Council approve the budget adjustment of \$30,000 for the 2011 Snow and Ice fund.

**Attachments:** None.

City of Wichita  
City Council Meeting  
March 22, 2011

**TO:** Mayor and City Council

**SUBJECT:** 13th Street Improvement, Hydraulic to Oliver (District I)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

-----

**Recommendation:** Approve the revised budget.

**Background:** The 2009-2018 Capital Improvement Program (CIP) includes funding to reconstruct 13th Street, between Hydraulic and Oliver. On November 6, 2007, the City Council approved the design concept and partial funding to begin right-of-way acquisition. The remaining funding included in the CIP for right-of-way acquisition is needed at this time.

**Analysis:** The approved design concept is a five lane roadway with four through lanes and a center two-way left turn lane. A storm water sewer will be constructed to improve drainage and wider sidewalk will be constructed on both sides of 13<sup>th</sup> Street.

**Financial Considerations:** The City Council previously approved a budget of \$2,210,000 for design and to begin acquisition of right-of-way. The estimate to acquire all of the remaining right-of-way is \$1,500,000, for a total budget of \$3,710,000. Funding is included in the 2009-2018 CIP. The funding source is General Obligation Bonds. The project will be returned to the City Council at a future date for approval of construction funding.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by improving traffic flow and drainage in an existing residential and commercial area.

**Legal Considerations:** The Law Department has approved the amending ordinance as to form.

**Recommendation/Action:** It is recommended that the City Council approve the revised budget, place the amending ordinance on first reading and authorize the necessary signatures.

**Attachments:** Map, CIP sheet, and amending ordinance.

First Published in the Wichita Eagle April 8, 2011

**ORDINANCE NO. 48-979**

AN ORDINANCE AMENDING ORDINANCE NO. **41-680** OF THE CITY OF WICHITA, KANSAS DECLARING **13TH STREET, BETWEEN I-135 FREEWAY AND WOODLAWN (472-84320)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 2 of Ordinance No. **41-680** is hereby amended to read as follows:

“SECTION 2. SECTION 3 of Ordinance No. **46-838** is hereby amended to read as follows:

SECTION 3. The cost of the construction of the above described improvements is estimated to be **Three Million Seven Hundred Ten Thousand Dollars (\$3,710,000)** exclusive of the cost of interest on borrowed money. Said City cost, when ascertained, shall be borne by the City of Wichita at large, by the issuance of general obligation bonds under the authority of K.S.A. 12-689.”

SECTION 2. The original SECTION 2 of Ordinance No. **41-680** is hereby repealed.

SECTION 3. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 5th day of April, 2011.

\_\_\_\_\_  
CARL BREWER, MAYOR

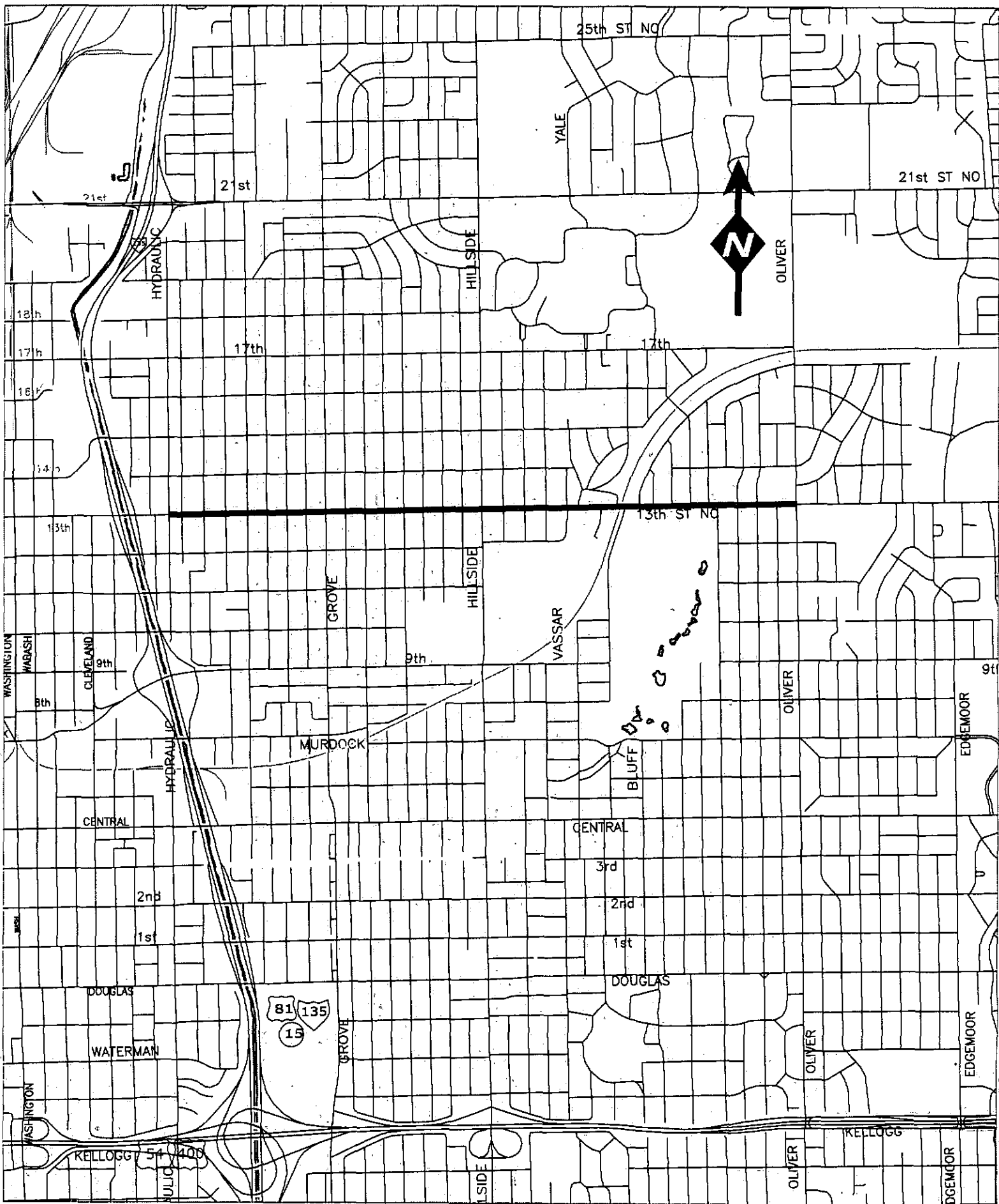
ATTEST:


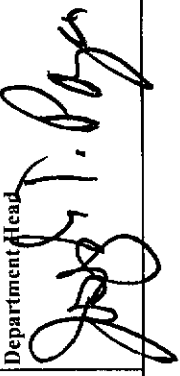
\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY REBENSTORF, DIRECTOR OF LAW



<div>CAPITAL IMPROVEMENT</div> <div>PROJECT AUTHORIZATION</div> <div>CITY OF WICHITA</div>									
<div>USE:</div> <div>To Initiate Project</div> <div>To Revise Project</div> <div>1. Prepare in triplicate</div> <div>2. Send original &amp; 2 copies to budget.</div> <div>3. City Manager to sign all copies.</div> <div>4. File original w/ initiating resolution in City Clerk.</div> <div>5. Return 2nd copy to initiating department.</div> <div>6. Send 3rd copy to Controller.</div>									
1. Initiating Department Public Works & Utilities	2. Initiating Division Eng & Arch	3. Date 3/1/2011	4. Project Description & Location 13th Street, Hydraulic - Oliver						
5. CIP Project Number MS-	6. Accounting Number	7. CIP Project Date (Year) 2011	8. Approved by WCC Date						
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised						
As Required									
12. Project Cost Estimate									
ITEM	GO	KDOT	*	TOTAL	12A.				
Right of Way & Design	\$3,710,000			\$3,710,000	Platting Required				
Paving, grading & const.					Lot Split				
Bridge & Culverts					Petition				
Drainage					Ordered by WCC				
Sanitary Sewer					X				
Sidewalk									
Water									
Traffic Signals									
Totals	\$3,710,000			\$3,710,000					
Total CIP Amount Budgeted					472-84320				
Total Prelim. Estimate									
13. Recommendation: Approve the revised budget and place the amending ordinance on 1st reading									
Division Head	Department Head	Budget Officer			City Manager				
									
		Date			Date				

**City of Wichita  
City Council Meeting  
March 22, 2011**

**TO:** Mayor and City Council

**SUBJECT:** Resolution Authorizing Amendment to 2010 Congestion Mitigation and Air Quality (CMAQ) grant from the Federal Transit Administration (All Districts)

**INITIATED BY:** Wichita Transit

**AGENDA:** Consent

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**Recommendation:** Approve the resolution.

**Background:** The Federal Transit Administration (FTA) grant application process requires a resolution by the governing body authorizing staff to file grant applications to receive funds and administer the grant's program. The purpose of the resolution is to authorize staff to file for eligible federal funds for the support of Q-Line services for 2011. The federal share of the total authorized apportionment has been increased from \$128,000 to \$214,606. Transit staff has already been awarded \$128,000 and is requesting to apply for \$86,606 federal share in order to receive the full amount authorized. Transit staff held a public hearing on March 18, 2011, with no adverse comments. Congestion Mitigation and Air Quality (CMAQ) funds are Federal Highway Administration (FHWA) funds that are transferred to the FTA for use for transit services. The funds are 80% federal share and 20% local match.

**Analysis:** The proposed resolution authorizes the amendment to increase a current grant (KS-95-X105) by the following funds:

\$ 86,606	Federal share
21,652	local match
<b>\$ 108,258</b>	<b>Total</b>

**Financial Consideration:** The total grant amendment request is \$108,258. The federal share is \$86,606, and the local match of \$21,652 will be funded by Sedgwick County per the Coordination Agreement for Arena Event Transit Services approved by the Wichita City Council on March 1, 2011.

**Goal Impact:** Funding from this grant will support Wichita Transit's role in providing for Efficient and Effective Infrastructure by maintaining and optimizing public facilities and assets.

**Legal Consideration:** The Law Department has reviewed and approved the resolution as to form.

**Recommendation/Actions:** Staff recommends the City Council approve the resolution and authorize the necessary signatures.

**Attachments:** Resolution

## **RESOLUTION NO. 11-045**

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C., AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION TO SUPPORT FY 2010 CONGESTION MITIGATION AND AIR QUALITY (CMAQ) PROJECTS

**WHEREAS**, the Federal Transportation Administrator has been delegated authority to award federal financial assistance for transportation projects; and

**WHEREAS**, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the City of Wichita and may require the City to provide the local share of the project cost; and

**WHEREAS**, the City of Wichita has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

**WHEREAS**, the City of Wichita desires financial assistance for support of the following projects: Pursuant to CMAQ – Congestion Mitigation and Air Quality: Q-Line services.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

1. The City Manager or designee is authorized to execute and file an application on behalf of the City of Wichita, Kansas, with the Federal Transit Administration for federal assistance under 49 U.S.C., United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration to aid in financing 49 U.S.C.
2. That the City Manager or designee is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.
3. That the City Manager or designee is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Wichita.

### **CERTIFICATION**

The undersigned duly qualified Mayor, acting on behalf of the City of Wichita, which is the Recipient of CMAQ assistance under the provisions of 49 U.S.C., certifies that the foregoing is a true and correct copy of a resolution adopted at a legally-convened meeting of the City of Wichita.

**ADOPTED** at Wichita, Kansas on March 22, 2011

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

City of Wichita  
City Council Meeting  
March 22, 2011

**TO:** Mayor and City Council

**SUBJECT:** Citywide Aerial Photography Services Update

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the expenditure for updating aerial photography services and the contract with Pinnacle Mapping Technologies Inc.

**Background:** With the continued growth in Wichita over the past few years, new aerial photography is necessary to replace existing aerial photography. The citywide Aerial photography is typically updated once every three years, and serves as the base layer from which all other Geographic Information System (GIS) layers are created and maintained. Multiple departments, including the Office of Central Inspection, Fire, and Police, rely upon up to date aerial photography on a daily basis. City departments also use aerial photography for a variety of projects and presentations. Sedgwick County will be partnering in the project, but contracting separately in an effort to minimize data collection costs.

**Analysis:** Maintaining up-to-date aerial photography is critical for the Public Works & Utilities Department, which includes the three utility divisions for mapping and planning for future growth. Additionally, current aerial photography provides advantages such as studies of growth, for areas requiring transportation adjustments, as well as the establishment and tracking of Equivalent Residential Unit fees.

The Staff Screening and Selection Committee, comprised of seven City staff and five county staff, reviewed 12 proposals. Pinnacle Mapping's proposal met all of the evaluation criteria, excelling in the areas of cost, ability to meet the City's timeline, and examples of previous work. The committee unanimously ranked and selected Pinnacle Mapping Technologies Inc. Additionally, an optional bid item was included to have the selected vendor digitize an Impervious Surfaces GIS dataset from the aerial photography. This dataset will assist Storm Water Utility staff in the management of storm and flood related issues.

**Financial Considerations:** The adopted 2009-2018 Capital Improvement Program includes \$150,000 Aerial Photography (W-599) project, which will be funded from Water & Sewer Utility revenues and reserves, and/or a future revenue bond issue. The U.S. Geological Survey will reimburse the City 25% of the cost for the production of the aerial photography, in the amount of \$10,928. The total cost to the City will be \$79,129.

**Legal Considerations:** The Law Department has approved the contract and resolution and as to form.

**Recommendation/Action:** It is recommended that City Council approve the contract with Pinnacle Mapping Technologies Inc., authorize the CIP expenditure, adopt the resolution and authorize the necessary signatures.

**Attachments:** Contract, resolution and Notice of Intent.

## **RESOLUTION NO. 11-044**

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$150,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility"; and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., as amended and supplemented by Charter Ordinance No. 211 of the City of Wichita, Kansas (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**SECTION 1.** Pursuant to the laws of the State of Kansas, including the Act, it is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Aerial Photograph (W-599) (the "Project"). The total costs of the Project are estimated to be one hundred fifty thousand dollars (\$150,000) exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

**SECTION 2.** It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

**SECTION 3.** It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed one hundred fifty thousand dollars (\$150,000), exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

**SECTION 4.** It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a

sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

**SECTION 5.** This Resolution shall be in force and take effect from and after its adoption and approval.

**ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on March 22, 2011.**

(Seal)

ATTEST:

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CARL BREWER, Mayor

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KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By 

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GARY E. REBENSTORF, Director of Law

**OCA:**

Published in the Wichita Eagle, on March 25, 2011

**NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$150,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.**

**TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS**

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 11-044, duly adopted March 22, 2011, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Aerial Photography (W-599) (called the "Project"). The total costs of the Project are estimated to be one hundred fifty thousand dollars (\$150,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed \$150,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented including by Charter Ordinance No. 211 of the City of Wichita, Kansas. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on March 22, 2011.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

## PROFESSIONAL SERVICES AGREEMENT

This Agreement entered into by and between Pinnacle Mapping Technologies, Inc. (hereinafter called "PINNACLE") with offices at 9084 Technology Drive, Suite 800, Fishers, IN 46038, and the City of Wichita (hereinafter called "CITY") with offices at 12th Floor, City Hall, 455 North Main, Wichita, Kansas.

### RECITALS

PINNACLE is engaged in the business of rendering Surveying, GIS Services, Professional Photogrammetric Engineering and related professional services. The CITY expects to have a continued need for the types of services provided by PINNACLE. The CITY and PINNACLE agree that this will be a two (2) year agreement for PINNACLE's services to provide CITY-wide orthophotography and mapping services (flown in the spring of 2011). Addendums and modifications to this Agreement may be negotiated, but only on mutually acceptable terms and conditions in the form of a addendum to the contract. The CITY hereby employs PINNACLE and PINNACLE hereby accepts employment on the following terms.

### ARTICLE I

#### SCOPE OF WORK

1.1 PINNACLE shall provide the professional services, materials, and equipment necessary to perform the Scope of Work as described in **Exhibit A** (Scope of Work) and described in the CITY Request for Proposal and the PINNACLE proposal, which by this reference are hereby made a part of this agreement.

1.2 PINNACLE shall complete work applicable based on technology on hand at PINNACLE at the time of execution of this Agreement by PINNACLE and any improvements to technology shall be used as such may come into the possession of PINNACLE.

1.3 PINNACLE acknowledges it is an independent consultant and will at all times act as such. Nothing in this Agreement shall be deemed to constitute PINNACLE or any of its employees as the agent, representative or employee of the CITY, or create a joint venture between the parties.

### ARTICLE II

#### PROJECT SCHEDULE

2.1 PINNACLE's services shall be provided substantially within the Project Schedule attached hereto as **Exhibit B**.

2.2 The services specified in the Scope of Work of this Agreement shall commence when PINNACLE receives a written Notice to Proceed from the CITY within ninety (90) days of PINNACLE's execution of this Agreement. Should delays in contract signing or execution occur, pricing and schedule shall remain valid until April 15, 2011.

2.3 PINNACLE shall submit bi-weekly progress report to the CITY during periods of production activity. PINNACLE will submit invoices based on the payment schedule detailed in **Exhibit A** (Scope of Work).

2.4 Time is of essence to this Agreement. PINNACLE's failure to conform to the Project Schedule shall be excused in the event of delays due to causes beyond the control of and without fault of PINNACLE, expressly including weather and other non-controllable conditions. Termination of this Agreement shall be allowed to either party or renegotiation of the fee for the remaining work may be requested by either party if the delay from causes beyond the control of PINNACLE prevents completion of the Project within twelve months after the designated completion time set out in the Project Schedule.

### ARTICLE III

#### COMPENSATION

3.1 For the performance of services described in **Exhibit A**, the CITY will compensate PINNACLE as set forth in **Exhibit A**.

3.2 PINNACLE will submit periodic statements requesting payment in the form and manner required by CITY fiscal procedures. Such requests shall be based upon the amount of work and services performed and the payment schedule detailed in **Exhibit A**.

3.3 PINNACLE agrees to provide any supporting data that may be required by the CITY to complete any specifically regulated payment procedure provided; however, the CITY agrees that such regulated payment procedure and necessary supporting data will be explained to PINNACLE prior to commencement of the work and any applicable procedures made part of **Exhibit A**.

3.4 Approval and/or payment of such periodic invoices (not including Final Payment described below) shall not in any way relieve PINNACLE of its liability to the CITY for errors, omissions, or other deficiencies in the performance of services.

3.5 Final acceptance by the CITY will occur no later than ninety (90) days after delivery of the final products and services, including any corrections by PINNACLE of work increments categorized as received/edited or rejected.

### ARTICLE IV

#### CHANGES TO WORK OR SCHEDULE

4.1 The CITY may, at any time, by written order, and within the general scope of this Agreement make changes or reduction in the services to be performed on the Project listed in **Exhibit A**. If such changes cause an increase or decrease in PINNACLE's cost of, or time required for, performance of any services under this Agreement, an equitable compensation adjustment shall be made. Any claim for adjustment under this clause must be made in writing within thirty (30) calendar days from the date of receipt by PINNACLE of the notification of changes unless a further period of time is mutually agreed upon. No change by the CITY to any decrease in PINNACLE's compensation for services rendered up through the day on which notice of a change is received may be made.

4.2 All change orders to be effective must be in writing, comply with CITY'S Administrative Regulation 6:8 and be executed by the City Manager of CITY and no services for which an additional compensation will be charged by PINNACLE shall be furnished without the written authorization of the CITY.

4.3 Failure of the parties to agree to an equitable adjustment to changes shall entitle either party to terminate the Agreement upon ten (10) calendar days notice to the other.

## ARTICLE V

### RESPONSIBILITIES OF CITY

5.1 Assist PINNACLE by placing at its disposal all requested available information pertinent to this Agreement, including previous reports and any other data relative to the project.

5.2 Arrange for access to and make all provisions for PINNACLE to enter upon public and private lands as required for PINNACLE to perform its work under the Agreement.

5.3 Examine all maps, studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented to the CITY by PINNACLE and render in writing decisions, when necessary, pertaining thereto within a reasonable time so as not to delay the work of PINNACLE.

5.4 Designate in writing a person to act as representative of the CITY with respect to all work to be performed under the scope of work. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY policies and decisions with respect to the work under this Agreement. The CITY shall give PINNACLE written notification of any change in their designated representative.

5.5 Obtain approval and cooperation (with PINNACLE's assistance to the extent necessary) of all governmental authorities having jurisdiction over the work under this Agreement, and of such other individuals or bodies as may be necessary for the completion of the work. This shall not be construed to mean the obtaining of permits or licenses required for PINNACLE to legally conduct business in any jurisdiction.

## ARTICLE VI

### INSURANCE AND INDEMNIFICATION

6.1 PINNACLE and any PINNACLE subcontractors shall maintain the following minimum amounts of insurance, hereinafter described, from the insurance companies authorized to do business in the State of Kansas:

- a. Comprehensive general liability insurance in an amount not less than \$1,000,000 combined single limits per occurrence for bodily injury, personal injury, and property damages.
- b. Worker's Compensation insurance, including all states' endorsement.
- c. Comprehensive automobile liability insurance in an amount not less than \$1,000,000 combined single limits per accident for bodily injury and property damages.
- d. Valuable papers insurance in an amount of at least \$100,000, which is sufficient to assure the restoration of any photography, materials, plans, drawings, maps, field notes, computer tapes, computer programs or other data and reports relating to the work covered by this Agreement in the event of their loss or destruction, until such time as the work has been delivered to the custody of the CITY.

6.2 Such insurance shall be maintained in full force and effect during the term of this Agreement and shall protect the CITY as an additional named insured or by appropriate endorsement requested by the CITY and reasonably available to PINNACLE without material additional cost.

6.3 PINNACLE hereby agrees to predicate the hold harmless agreement contained in **Exhibit C** and by their reference hereby made a part of this agreement.

6.4 After final acceptance and completion of the work the CITY shall have six months in which to give notice to PINNACLE as to discovery of defects in the services requiring corrections, and as to which the CITY shall give notice to PINNACLE within a reasonable time, not to exceed ninety (90) calendar days from discovery.

6.5 If PINNACLE negligently performs services and notice is timely given, the CITY shall have the right, at its option, to have PINNACLE re-perform such negligently performed services.

6.6 The provisions of this Article shall survive the termination or cancellation of the Agreement.

## **ARTICLE VII**

### **TERMINATION**

7.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement (including timely payment to PINNACLE); PROVIDED, that no such termination may be effected unless the other party is given: (a) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (b) an opportunity for consultation with the terminating party prior to termination.

7.2 This Agreement may be terminated in whole or in part in writing by the CITY for its convenience; PROVIDED, that PINNACLE is given: (a) not less than ten (10) calendar days written notice (delivered Certified Mail, Return Receipt Requested), of intent to terminate, and (b) an opportunity for consultation with the terminating party prior to termination.

7.3 If termination for default by PINNACLE is effected by the CITY, an equitable adjustment in the compensation provided for in this Agreement shall be made, but (a) no amount shall be allowed for anticipated profit on unperformed services or other work, and (b) any payment due to PINNACLE at the time of termination may be adjusted to the extent of any additional costs occasioned to the CITY by reason of PINNACLE's default. If termination for convenience is effected by the CITY, the equitable adjustment shall include a reasonable anticipated profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to PINNACLE for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by PINNACLE relating to commitments which had become firm prior to the termination.

7.4 Upon receipt of a termination notice pursuant to paragraphs 7.1 or 7.2 above, PINNACLE shall: (a) promptly discontinue all services affected (unless the notice directs otherwise), and (b) upon proper payment by the CITY to PINNACLE, deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries, and such

other information and materials as may have been accumulated by PINNACLE in performing this Agreement, whether complete or in process.

7.5 Upon termination, pursuant to paragraphs 7.1 or 7.2 above, the CITY may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any work taken over by the CITY for completion will be completed at the CITY'S risk, and the CITY will hold harmless PINNACLE from all claims and damages arising out of improper use of PINNACLE's work.

7.6 If, after termination for failure of PINNACLE to fulfill contractual obligations, it is determined that PINNACLE had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph 7.3 of this clause.

7.7 The rights and remedies of the CITY and PINNACLE provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

7.8 Notwithstanding any other provision of this Agreement, if funds necessary for the continued fulfillment of this Agreement by the CITY are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then PINNACLE shall have the right to terminate this Agreement without penalty, liability, cost or expense by giving not less than thirty (30) calendar days' prior written notice documenting the lack of funding. In such instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which the CITY appropriations were received, or ninety (90) calendar days after such notice has been received by PINNACLE at its principal place of business, whichever occurs later.

## **ARTICLE VIII**

### **OWNERSHIP OF DOCUMENTS**

8.1 PINNACLE agrees that all materials, reports, drawings, studies, specifications, estimates, maps, computer data tapes, computations and other materials prepared by or for the CITY under the terms of this Agreement shall upon proper payment by the CITY to PINNACLE be the property of the CITY. However, any processes, procedures, programs, software, or similar practices of PINNACLE, whether developed prior to or during the Project Schedule, shall remain the property of PINNACLE until sold or licensed to the CITY for its use or use by others for separate compensation.

## **ARTICLE IX**

### **RETENTION OF RECORDS**

9.1 PINNACLE shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred under this Agreement and shall make such materials available for inspection by the CITY at all reasonable times during the period of this Agreement and for the period of three (3) years after the date of final payment to PINNACLE. PINNACLE is entitled to reasonable reimbursement for his cost of furnishing such copies.

## **ARTICLE X**

### **APPLICABLE LAW**

10.1 The construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

## **ARTICLE XI**

### **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

11.1 PINNACLE shall comply with all federal, state and local statutes, ordinances and regulations, and shall obtain all permits that are applicable to the Agreement.

## **ARTICLE XII**

### **CONFIDENTIALITY**

12.1 PINNACLE shall keep confidential all information obtained from the CITY and designated as confidential by the CITY and shall not divulge any confidential information concerning the Project to any person or entity unless written approval is granted by the CITY. Subcontractors of PINNACLE shall provide a similar undertaking and PINNACLE may divulge any confidential matter of the CITY to PINNACLE's subcontractors without written approval of the CITY.

## **ARTICLE XIII**

### **PROMOTIONAL USE**

13.1 PINNACLE shall, while maintaining confidentiality required by Article XII, have the right to include descriptions and representations of the work among its promotional and professional materials.

## **ARTICLE XIV**

### **SUCCESSORS AND ASSIGNS**

14.1 PINNACLE and the CITY each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither the CITY nor PINNACLE shall assign, sublet or transfer its interests in this Agreement without written consent of the other.

## **ARTICLE XV**

### **INVALID CLAUSE**

15.1 If any section, clause, or provision of this Agreement shall be held invalid, such holding of invalidity shall not affect the validity of any remaining section, clause paragraph, portion, or provision of this Agreement.

## ARTICLE XVI

### NOTICES

16.1 All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by Registered or Certified Mail, Return Receipt Requested, to the parties at the respective address set forth below:

**Authorized representative of:**

**City of Wichita**

Todd Mayer, GIS Manager  
9<sup>th</sup> Floor, City Hall  
455 North Main  
Wichita, KS

**Pinnacle Mapping Technologies, Inc.**

Brenda R. King, C.P., GISP  
President  
Pinnacle Mapping Technologies, Inc.  
9084 Technology Drive, Suite 800  
Fishers, IN 46038

Any party may change the address to which notices are to be sent by giving ten (10) calendar days' written notice of such change of address to the other party.

ARTICLE XVII

ENTIRE AGREEMENT

17.1 This Agreement supersedes all previous agreements, oral or written, between the CITY and PINNACLE, and represents the whole and entire Agreement between the parties. No other agreements or representations, oral or written, have been made by the CITY or PINNACLE. This Agreement may not be altered, modified or amended, except in writing properly executed by an authorized representative of the CITY and PINNACLE.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the day and year set forth below.

Date: 2/25/11

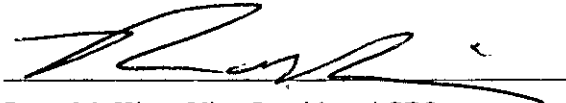
PINNACLE MAPPING TECHNOLOGIES, INC.

BY:



Brenda R. King, C.P., GISP, President

ATTEST:



Ryan M. King, Vice-President / CFO

Date: \_\_\_\_\_

CITY OF WICHITA, KANSAS

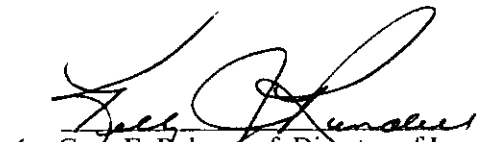
BY:

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, Clerk

Approved as to form:

  
Gary E. Rebersorf, Director of Law  
and City Attorney

## **EXHIBIT A**

### **SCOPE OF WORK AND PRICING**

#### **CITY OF WICHITA**

##### **PROJECT OVERVIEW**

The focus of this project is to secure new, Spring 2011 digital photography covering the two project areas at 0.5' pixel resolution (377 sq. miles) as well as 1.0' pixel (95 sq. miles). With this digital photography, Pinnacle will create new digital orthophotos as well as a new DEM to create an orthophoto base map that meets ASPRS Accuracy Standards for **Class 1 Large-Scale maps at 1"=100' and 1"=200'**. There are also additional services that may be contracted as a part of this project to include Building Footprints and Impervious Surface feature extraction.

**The project to include the following tasks:**

- ☐ Ground Control Targeting & Surveying
- ☐ Digital Aerial Photography Acquisition
- ☐ Digital Image Post-Processing
- ☐ Airborne GPS/IMU Collection & Post-Processing
- ☐ Aerial Triangulation
- ☐ Creation of 6-inch (and 12-inch pixel RGB Orthophotography)
- ☐ Impervious Surface Feature Extraction
- ☐ Product Quality Assurance
- ☐ Product Delivery and Support
- ☐ Project Management
- ☐ FGDC Metadata

##### **CONTRACT MANAGEMENT**

The successful implementation and completion of any project is based upon the establishment of well-defined objectives, the development of a schedule to meet the objectives and the appropriate monitoring of the progress. The implementation of these items is the responsibility of PINNACLE'S Project Manager. Below is the contact information of the assigned project manager, the director of project management, the principal-in-charge and the vice presidents of finance and production. All correspondence should be executed through the assigned project manager. However, if the project manager is unavailable and the question is a priority, the CITY can contact any of the individuals listed below:

**Ryan King**  
**(Project Manager)**  
9084 Technology Drive, Suite 800  
Fishers, IN 46038  
Voice: (317) 585-2011  
Fax: (317) 585-2014  
E-mail: [rmking@pinnaclemapping.com](mailto:rmking@pinnaclemapping.com)

**Brenda King, C.P., GISP, President**  
**(President - Principal-in-Charge)**  
9084 Technology Drive, Suite 800  
Fishers, IN 46038  
Voice: (317) 585-2011  
Fax: (317) 585-2014  
E-mail: [brking@pinnaclemapping.com](mailto:brking@pinnaclemapping.com)

**Ryan King, CFO**  
**(Billing & Finance)**  
9084 Technology Drive, Suite 800  
Fishers, IN 46038  
Voice: (317) 585-2011  
Fax: (317) 585-2014  
E-mail: [rmking@pinnaclemapping.com](mailto:rmking@pinnaclemapping.com)

PINNACLE's contact with the CITY will be:

**Todd Mayer**  
**(Authorized representative of the City of Wichita)**  
9<sup>th</sup> Floor, City Hall  
455 North Main  
Wichita, KS  
Voice: (316) 303-8141  
E-mail: [tmayer@wichita.gov](mailto:tmayer@wichita.gov)

#### **PROJECT REPORTING**

PINNACLE will provide written Project Status Reports on a weekly basis during the period of major production activity. Written status reports will not be provided during off-production periods.

#### **TERMS AND CONDITIONS**

The following terms and conditions apply to the contract between PINNACLE and the CITY.

#### **HORIZONTAL AND VERTICAL ACCURACY REQUIREMENTS**

All photogrammetric mapping products are to meet ASPRS Class I Accuracy Standards for either 1"=100' scale (0.5' pixel) or 1"=200' scale (1.0').

Any new digital orthophotos or DEM collected by PINNACLE for this project will meet the above accuracy specifications.

#### **PROJECT AND PRODUCTION SCOPE**

Accomplishing this Scope of Work will require the following tasks:

Plan and acquire new 6-inch and 12-inch GSD RGB Aerial Photography

Ground Control Survey Points  
Digital Image Processing  
Analytical Aerotriangulation (AT) Processing  
Digital Elevation Model (DEM) Development  
RGB Orthorectification & Ortho Tile Generation in GeoTIFF format at 0.5' pixel  
RGB Orthorectification & Ortho Tile Generation in GeoTIFF format at 1.0' pixel  
Impervious Surface Feature Extraction  
Generate MrSID format City-wide Mosaics (Color)  
Develop FGDC Compliant Project Metadata

#### **SCHEDULE**

Please refer to **Exhibit B** (Project Schedule) for PINNACLE's production schedule for the 2011 orthophoto product.

#### **BILLING PROCEDURES**

PINNACLE will submit monthly invoices during the period outlined on Exhibit B, or until all work is complete.

#### **CUSTOMER SUPPLIED DATA**

PINNACLE is not responsible for inaccuracies in data provided by the CITY. PINNACLE reserves the right to seek additional compensation if such items are found to be deficient and result in additional work by PINNACLE. This condition will also result in schedule revisions. Either party will notify the other immediately upon the discovery of the defect, its impact on the project, and a cost to correct the defect before any action is taken.

#### **WARRANTY**

No warranty of data produced by a previous vendor, non-related third-party, or data provided by the CITY will be implied. All work produced by PINNACLE is warranted for a period of six-months after final acceptance of data.

#### **REVIEW AND ACCEPTANCE**

The CITY shall complete checks of all deliverable products within 30 days of delivery. After initial checking, work increments will be categorized by the CITY as follows:

**ACCEPTED:** Products that meet specifications and contain no errors, or so few errors as to be acceptable, will formally be indicated as accepted.

**RECEIVED/EDITED:** The product has a number of errors that do not permit acceptance. For the product to be accepted, PINNACLE must correct or address all issues noted by the CITY.

**REJECTED:** The number and character of errors detected by the CITY are such that the product is formally returned to PINNACLE without a complete edit. The CITY will formally notify PINNACLE of the rejected status of the product. PINNACLE must edit and correct the mapping for resubmittal to the CITY. If the CITY determines that there are an excessive number of rejected products, the CITY may require the Contractor to suspend production until the problems are resolved.

### PRICING

The total contract price for the 2011 CITY-wide orthophotography and all associated deliverable products is \$90,057.25. This is broken down into the following sub-categories:

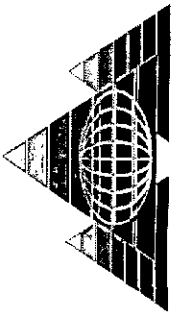
Ground Control/Targeting	\$ 6,500.00
Aerial Photography / Processing	\$ 22,100.00
Aerial Triangulation	\$ 4,400.00
RGB Digital Orthophotography	\$ 10,702.25
Impervious Surface Mapping	\$ 46,355.00
<b><u>TOTAL</u></b>	<b><u>\$ 90,057.25</u></b>

### TERMS

PINNACLE is authorized to begin the project upon execution of this contract.

**EXHIBIT B**

**PROJECT SCHEDULE**



**Pinnacle Mapping Technologies, Inc.**  
**Proposed Project Schedule**      **Wichita/Sedgwick County, KS**  
 2011 Digital Orthophotography Project

Project Phase		Work Description												Jan 11	Feb 11	Mar 11	Apr 11	May 11	June 11	July 11	Aug 11	Sept 11	Oct 11	Nov 11
Project Initiation	PI-1	Notice to Proceed																						
	PI-2	Administrative (project meetings, weekly project status reports)																						
Ground Control	GC-1	Prepare Final Control Plan for Approval																						
	GC-2	Surveying & Targeting																						
Aerial Photography	AP-1	Prepare Final Flight Plan for Approval																						
	AP-2	Aerial Photography Acquisition																						
Image Processing	IP-1	Capture One Color Processing																						
	IP-2	DIMERGE Image Pair Processing																						
Aerial Triangulation	AT-1	Aerial Triangulation																						
Orthophotos & Mapping	OR-1	Color Ortho Tiles / Mapping Deliverables																						
	OR-2	Project Delivery																						

**Pilot Project Production**  
**Full Project Area**



## **EXHIBIT C**

### **INDEMNITY AND HOLD HARMLESS**

PINNACLE shall save harmless the CITY and its representatives from all suits, actions or claims of any kind brought on account of any injuries or damages sustained by any person or property in consequence of any act of omission by PINNACLE or its employees or agents, or from any claims or amounts due arising or recovered under the State's Workmen Compensation laws. PINNACLE's indemnity and hold harmless obligation undertaken pursuant to this contract, if any, shall specifically exclude that portion of such obligations which could require PINNACLE to indemnify or hold harmless the CITY, its agents, employees, or contractors for their own negligence. PINNACLE will furnish evidence of Workmen Compensation and public liability insurance.

PINNACLE shall indemnify and hold harmless the CITY from all claims of labor and materials furnished under this contract. Timely payment of undisputed claims for labor and material furnished to PINNACLE in the performance of contract work is a material term of the contract. When requested by the CITY, PINNACLE shall submit satisfactory evidence that all persons, firms, corporations or other business entities that have performed work or furnished materials under the contract, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount shall be retained from monies due PINNACLE which, in addition to any other sums that may be retained, will be sufficient, in the opinion of the CITY, to meet all claims of the persons, firms, and corporations as aforesaid. Such sum or sums shall be retained until the liabilities as aforesaid are fully discharged or satisfactorily secured.

The CITY agrees to mitigate its damages, should any damages arise in the course of this Agreement, to every extent possible, and to take such reasonable measures to prevent injury or damages within its jurisdiction as a reasonable prudent individual or entity would take.

PINNACLE shall be accountable for any and all damages to persons or personal property resulting from its operations. All damages shall be paid for by PINNACLE. It shall be fully responsible for the protection of all persons, including members of the public and employees of other contractors or subcontractors and all public and private property.

It is the intent of this section to require PINNACLE to indemnify the CITY to the extent permitted under Kansas law.

**END OF DOCUMENT**

**Second Reading Ordinances for March 22, 2011 (first read on March 8, 2011)**

Public Hearing and Tax Exemption Request, Spartech, Inc. (District V)

ORDINANCE NO. 48-969

An ordinance exempting property from ad valorem taxation for economic development purposes pursuant to Article 11, Section 13, of the Kansas constitution; providing the terms and conditions for ad valorem tax exemption; and describing the property of Spartech Polycom, Inc., so exempted.

Public Hearing on the Establishment of the Greenwich and K-96 Community Improvement District.  
(District II)

ORDINANCE NO. 48-971

An ordinance of the City of Wichita establishing the Greenwich & K-96 Community Improvement District.

Public Hearing on Proposed Assessments for two (2) Water Projects, two (2) Sewer Projects, and two (2) Storm Sewer Projects in July Bond Sale Series 806.

(490-255/472-83241)

ORDINANCE NO. 48-962

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of authorizing traffic signalization improvements at the northwest corner of Lincoln and Webb Road, (East of Webb, North of Harry)

(490-240/472-84753)

ORDINANCE NO. 48-963

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of constructed pavement on Elizabeth and 46th Street South, (North of 47th Street South, West of Seneca)

(490-244/472-84762)

ORDINANCE NO. 48-964

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of constructed pavement on Siefkin to and including the cul-de-sac, (North of 13th, West of Woodlawn)

(490-245/472-84763)

ORDINANCE NO. 48-965

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of constructed pavement on Bellechase, Bellchase Ct., Sierra Hills, and Alden, (East of 127th Street East, North of Harry)

(490-265/472-84798)

ORDINANCE NO. 48-966

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of constructing a hammerhead turnaround within Ridge Road, (South of Maple, East of Mid Continent Road)

(490-267/472-84862)

ORDINANCE NO. 48-967

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of constructed pavement on Gilda Court to and including the cul-de-sac, (South of MacArthur, West of Hoover)

(490-263/472-84866)

ORDINANCE NO. 48-968

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of constructed pavement on Bayside including a connection to West Street, (North of 21st Street, West of West Street)

Public Hearing on Proposed Assessments for Seven (7) Paving Projects in July 2011 Bond Sale Series 806. (Districts I, II, IV, and V)

(470-113/448-90447)

ORDINANCE NO. 48-956

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90447, 470-113, (North of I - 235, West of Broadway).

(470-115/448-90452)

ORDINANCE NO. 48-957

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90452, 470-115, (South of Macarthur, West of Hoover).

(480-983/468-84543)

ORDINANCE NO. 48-958

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of To Serve Via Christi-West Campus Addition, (East of 151st St. West, North of 21st).

(480-003/468-84668)

ORDINANCE NO. 48-959

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of To Serve Angel Fire Addition, (North of 47th St. South, East of West Street).

(485-374/468-84575)

ORDINANCE NO. 48-960

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of SWD No. 354, Maize 54 Addition, (North of Kellogg, East of Maize).

(485-379/468-84592)

ORDINANCE NO. 48-961

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of SWD No. 356, North Greenwich Addition, (North of 29th Street, East of Greenwich).

ZON2007-00014 – Ordinance for a Zone Change request from SF-5 Single-family Residential and GI General Industrial to LI Limited Industrial located on the north side of 13th Street, west of Greenwich. (District II)

ORDINANCE NO. 48-972

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

Acquisition by Eminent Domain of Tracts Required for the Integrated Local Water Supply Plan. (Harvey County).

ORDINANCE NO.48-973

An ordinance providing for the acquisition by eminent domain of certain private property, easements and right-of-way therein, for the purpose of acquiring real property for the aquifer recharge and storage project in Sedgwick County and Harvey County, Kansas; designating the lands required for such purposes and directing the city attorney to file a petition in the district court of Sedgwick County, Kansas, for acquisition of the lands and easements therein taken and providing for payment of the cost thereof.

St Francis Street Improvement, between Douglas and 2nd Street.

ORDINANCE NO. 48-974

An ordinance amending ordinance no. 48-815 of the city of Wichita, Kansas declaring St. Francis, between Douglas and 2nd street (472-84920) to be a main trafficway within the City of Wichita Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements the estimated costs thereof, and the manner of payment of the same.

SUB2010-00060 Plat of Berkeley Square First Addition located north of 13<sup>th</sup> Street North and on the west side of Greenwich Road. (District II)

ORDINANCE NO. 48-975

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.